



भारत का राजपत्र The Gazette of India

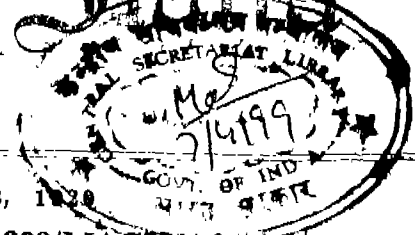
प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

सं० 4]

नई दिल्ली, शनिवार, जनवरी 23, 1999/माघ 3, 1920

No. 4]

NEW DELHI, SATURDAY, JANUARY 23, 1999/MAGHA 3, 1920



इस भाग में निम्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a
separate compilation.

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किये गये सांख्यिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

गृह मंत्रालय

नई दिल्ली 7 जनवरी, 1999

का.आ. 186.—केंद्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अन्तर्गण में, गृह मंत्रालय के निम्नलिखित कार्यालयों में हिन्दी का कार्यसाधक ज्ञान रखने वाले कर्मचारियों की संख्या 80 प्रतिशत से अधिक हो जाने के फलस्वरूप उन्हें एन.टी. द्वारा अधिसूचित करती है:—

1. कार्यालय शायर पुलिस उप महानिरीक्षक ग्रुप केन्द्र, केंद्रीय रिजर्व पुलिस बल, तलेगांव (पुणे)
2. कार्यालय कमांडेंट-135 (महिला) बटालियन, केंद्रीय रिजर्व पुलिस बल।

[सं०-12017/1/98-हिन्दी]

राजेंद्र सिंह, निदेशक (रा.भा.)

MINISTRY OF HOME AFFAIRS

New Delhi, the 7th January, 1999

S.O. 186.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Languages (Use for Official purposes of the Union)

Rules, 1976, the Central Government hereby notifies the following offices of the Ministry of Home Affairs where the percentage of Hindi knowing staff has gone above 80 per cent :

1. Office of Additional Deputy Inspector General of Police, Group Centre, Central Reserve Police Force, Telegaon (Pune).
2. Office of the Commandant—135 (Female) Battalion, Central Reserve Police Force.

[No. 12017/1/98-HINDI]
RAJENDRA SINGH, Director (OL)

वित्त मंत्रालय

(राजस्व विभाग)

(केंद्रीय उत्पाद शुल्क आयुक्त का कार्यालय)

मधुरै, 15 दिसम्बर, 1998

सं. 7/98-सीमा शुल्क (एन.टी.)

का.आ. 187.—सीमा शुल्क अधिनियम, 1962, धारा 9 जो भारत सरकार, वित्त मंत्रालय, राजस्व विभाग नई दिल्ली के अधिसूचना सं. 33/94-सीमा शुल्क (एन.टी.) दिनांक 1-7-94 के साथ पठित द्वारा प्रदत्त शक्तियों का

प्रयोग करते हुए मैं एतद्वारा तमिलनाडु राज्य के मदुरै जिला, वाडीपट्टी तालुका के "नगरी गांव" को सीमा शुल्क अधिनियम 1962 (1962 का 52) के अधीन जन प्रतिष्ठान नियतानुसृत उपक्रम स्थापित करने हेतु भांडागार घोषित करता हूँ।

[फा. सी.सं. IV/16/180/98-टी. 1]

के. परशुरामन, आयुक्त

MINISTRY OF FINANCE

(Department of Revenue)

(Office of the Commissioner of Central Excise)

Madurai, the 15th December, 1998

No. 7/98-CUSTOMS (NT)

S.O. 187.—In exercise of the powers conferred on me under Section 9 of the Customs Act, 1962 (52 of 1962) read with Notification No. 33/94-Customs (NT) dated 1-7-1994 of the Government of India, Ministry of Finance, Department of Revenue, New Delhi, I hereby declare "NAGARI Village", Vadipathi Taluk, Madurai District in the State of Tamilnadu to be a warehousing station under the Customs Act, 1962 (52 of 1962) for the purpose of setting up of 100 per cent Export Oriented Undertaking.

[File C. No. IV/16/180/98-T. 1]

K. PARASURAMAN, Commissioner

आदेश

नई दिल्ली, 1 जनवरी, 1999

स्टाम्प

का.आ. 188.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (1) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा दामोदर घाटी निगम, कलकत्ता को मात्र नौ लाख पचत्तर हजार रूपए का समेकित स्टाम्प शुल्क अदा करने की अनुमति प्रदान करती है जो उक्त निगम द्वारा जारी किए जाने वाले मात्र तेरह करोड़ रु. के समग्र मूल्य के एक एक लाख रु. मूल्य के 0001 से 1300 तक की विशिष्ट संख्या वाले 1300—10.50% कर मुक्त सार्वजनिक क्षेत्र के अपरिवर्तनीय, असंचयी सुरक्षित बंधपत्रों पर स्टाम्प शुल्क के कारण प्रभाय है।

[सं. 3/98-स्टाम्प-फा. सं. 15/27/98-वि. क.]

अपर्णा शर्मा, अवर सचिव

ORDER

New Delhi, the 1st January, 1999

STAMPS

S.O. 188.—In exercise of the powers conferred by clause (b) of sub-section (1) of Section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits Damodar Valley Corporation, Calcutta to pay consolidated stamp duty of rupees nine lakhs seventy five thousands only chargeable on account of the stamp duty on 1300—10.50 per cent Tax Free Public Sector,

Non-Convertible, Non-cumulative Secured Bonds bearing distinctive numbers from 0001 to 1300 of rupees one lakh each aggregating to rupees thirteen crores only, to be issued by the said Corporation.

[No. 3/98-STAMPS-F. No. 15/27/98-ST]

APARNA SHARMA, Under Secy.

आदेश

नई दिल्ली, 4 जनवरी, 1999

स्टाम्प

का.आ. 189.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (1) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा मैं, विलियमसन फाइनेंशियल सर्विसेज लिमिटेड कलकत्ता को मात्र सत्तरह लाख पच्चीस हजार रु. का समेकित स्टाम्प शुल्क अदा करने की अनुमति देती है, जो कि उक्त कम्पनी द्वारा जारी किए जाने वाले तेईस करोड़ रु. के कुल मूल्य के 1 से 23,00,000 तक की विशिष्ट संख्या वाले प्रत्येक एक-एक सौ रु. के 12.5% अभ्युक्ति विमोक्ष्य अपरिवर्तनीय निजी तौर पर रखे गए ऋण पत्रों पर स्टाम्प शुल्क के कारण प्रभाय है।

[सं. 2/99-स्टाम्प-फा. सं. 15/34/98-वि. क.])

अपर्णा शर्मा, अवर सचिव

ORDER

New Delhi, the 4th January, 1999

STAMPS

S.O. 189.—In exercise of the powers conferred by clause (b) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits M/s. Williamsson Financial Services Limited, Calcutta to pay consolidated stamp duty of rupees seventeen lakhs twenty five thousands only chargeable on account of the stamp duty on 12.5 per cent unsecured redeemable non-convertible privately placed Debentures of rupees one hundred each bearing distinctive numbers from 1 to 23,00,000 aggregating to rupees twenty three crores only, to be issued by the said company.

[No. 2/99-STAMPS-F No. 15/34/98-ST]

APARNA SHARMA, Under Secy.

आदेश

नई दिल्ली, 11 जनवरी, 1999

का.आ. 190.—चूंकि संयुक्त सचिव, भारत सरकार जिन्हें स्वापक औपधों तथा मतः प्रभावी पदार्थ अधिनियम, 1988 के अवैध व्यापक की रोकथाम के लिए खंड 3 के उपखंड (1) के अधीन विशेष रूप से शक्ति प्राप्त है, ने उक्त उपखंड के अन्तर्गत दिनांक 18-6-98 को फा. सं. 801/9/98-पिट एन डी पी एस के अधीन आदेश जारी करके

निदेश दिया था कि श्री नूर मोहम्मद उर्फ नूर मुपुत्र श्री कामा, निवासी गांव बागारिया, थाना तथा तहसील प्रतापगढ़, जिला चित्तौड़गढ़ (राजस्थान) को स्वापक औषधों के क्रय, स्वामित्व, छिपाने तथा अवैध व्यापार से दूर रखने के लिए केन्द्रीय कारागार, अजमेर (राजस्थान) में हिरासन में रखा जाए।

2. चूंकि केन्द्रीय सरकार यह समझती है कि उपर्युक्त व्यक्ति फरार है या स्वयं को छिपा रहा है जिसके कारण आदेशों का पालन नहीं हो सका है।

3. अब, उक्त अधिनियम के खंड 8 के उपखंड (1) के क्लॉज (ख) में प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार सरकारी राजपत्र में इस आदेश के प्रकाशन के 10 दिनों के भीतर उपर्युक्त व्यक्ति को श्री अशोक कुमार जैन, अपर मुख्य न्यायिक मजिस्ट्रेट, प्रतापगढ़ जिला चित्तौड़गढ़ (राजस्थान) के समक्ष प्रस्तुत होने का निदेश देती है।

[फा. सं. 801/9/98-पिट एन डी पी एस]]

रामजी सिंह, अवर सचिव

ORDER

New Delhi, the 11th January, 1999

S.O. 190.—Whereas the Joint Secretary to the Government of India, specially empowered under sub-section (1) of Section 3 of the Prevention of Illicit Traffic in Narcotic Drugs and Psychotropic Substances Act, 1988 issued order F. No. 801/9/98-PITNDPS dated 18-6-98 under the said sub-section directing that Shri Noor Mohd. (a Noora s/o Shri Kama resident of village Bagaria P. S. and Tehsil Pratapgarh, Distt. Chittorgarh (Rajasthan) be detained and kept in custody in the Central Jail, Ajmer (Rajasthan) with a view to preventing him from engaging in the purchase, possession, concealment and illicit trafficking of narcotic drugs.

2. Whereas the Central Government has reason to believe that the aforesaid person has absconded or is concealing himself so that the order cannot be executed.

3. Now, therefore, in exercise of powers conferred by clause (b) of sub-section (1) of Section 8 of the said Act, the Central Government hereby directs the aforesaid person to appear before Shri Ashok Kumar Jain, Additional Chief Judicial Magistrate, Pratapgarh, Distt. Chittorgarh (Rajasthan) within 10 days of the publication of this order in the official Gazette.

[F. No. 801/9/98-PITNDPS]

RAMJEE SINGH, Under Secy.

(केन्द्रीय प्रत्यक्ष कर बोर्ड)

नई दिल्ली, 11 जनवरी, 1999

का.आ. 191.—सर्वसाधारण की सूचना के लिए यह अधिसूचित किया जाता है कि आयकर नियमावली, 1962 के नियम 6 क क ग के अन्तर्गत विहित प्राधिकारी होने के नाते सचिव, पर्यावरण एवं वन मंत्रालय भारत सरकार, नई दिल्ली अधोलिखित संस्थान/संघ और नीचे दिए गए इसके कार्यक्रम को आयकर अधिनियम, 1961 की धारा 35 ग ग ख के प्रयोजनार्थ अनुमोदित करते हैं।

(संस्थान/संघ का नाम)

प्यूपूल फॉर एनीमल्स,

48, उपा किरण कार्मिकेल रोड,

बम्बई-400026

कार्यक्रम

1. पशु चिकित्सालय/पशुशाला की स्थापना।
2. वाहन आधारित संचल पशु देख रेख यूनिट।
3. गीछ वन की स्थापना।
4. पशु कल्याण प्रशिक्षण संस्थान की स्थापना।

2. विहित प्राधिकारी द्वारा दिए गए दोनों अनुमोदन नामशः (1) धारा 35 ग ग ख की उपधारा (2) के अन्तर्गत संस्थान/संघ और धारा 35 ग ग ख की उपधारा (1) के अन्तर्गत कार्यक्रम निम्नलिखित शर्तों के अधीन 1-4-1998 से 31-3-2001 तक तीन वर्ष की अवधि के लिए वैध है :—

1. द प्यूपूल फॉर एनीमल्स, 48 उपा किरण कार्मिकेल रोड, बम्बई-400026 द्वारा क्रियाकलापों के संरक्षण के लिए प्राप्त किए दानों का अलग हिसाब रखा जाएगा।

2. द प्यूपूल फॉर एनीमल्स द्वारा बित्त वर्ष 1997-98 के लिए 31-3-98 तक विहित प्राधिकारी को संरक्षण कार्यक्रम संबंधी प्रगति रिपोर्ट भेजी जाएगी।

3. द प्यूपूल फॉर एनीमल्स, 48 उपा किरण कार्मिकेल रोड, बम्बई-400026 कुल आय तथा देयताओं को दर्शाने वाला वार्षिक लेखा और संबंधित आयकर आयुक्त को भेजे जाने वाले इन दस्तावेजों के प्रत्येक दस्तावेज की एक प्रति 30 जून, तक विहित प्राधिकारी को प्रस्तुत करेगा।

4. यह अनुमोदन विहित प्राधिकारी की सन्तुष्टि के अधीन दिया जाता है तथा यदि आवश्यक समझा गया तो इसे भूतलक्षी प्रभाव से वापस लिया जा सकता है।

[अधिसूचना सं. 10760/फा. सं. 203/20/97-आ.क.नि. II]

माननीय आर. श्रीधरन, अवर सचिव

(Central Board of Direct Taxes)

नई दिल्ली, 12 जनवरी, 1999

New Delhi, the 11th January, 1999

S.O. 191.—It is notified for general information that the Institution/Association mentioned below and its programme given hereunder, have been approved by the Secretary Ministry of Environment and Forests, Government of India, New Delhi, being the prescribed authority under the Rule 6AAC of the Income tax Rules, 1962, for the purposes of Section 35 CCB of Income tax Act, 1961.

Name of the Institution/Association

People for Animals,

48, Usha Kiran Carmichael Road,

Bombay-400026

PROGRAMME :

- (a) Establishment of animal hospital/shelter.
- (b) Vehicle based mobile animal care unit.
- (c) Establishment of bear sanctuaries.
- (d) Establishment of animal welfare training institute.

2. Both the approvals accorded by the Prescribed Authority namely (i) to the Institution/Association under sub-section (2) of Section 35CCB and (ii) to the programmes under sub-section (1) of section 35CCB are valid for a period of three years with effect from 1-4-1998 to 31-3-2001 subject to the following conditions :—

1. People for Animals, 48, Usha Kiran Carmichael Road, Bombay-400026 shall maintain a separate account of the donation received by it for conservation activities.

2. The People for Animals shall furnish progress reports of the conservation programmes to the prescribed authority for the financial year 1997-98 by 31-3-98.

3. The People For Animals 48, Usha Kiran Carmichael Road, Bombay-400026 shall submit to the prescribed authority by the 30th June annual accounts showing total income and liabilities and a copy of each of these documents be sent to the concerned Commissioner of Income tax.

4. The approval is subject to the continued satisfaction of the prescribed authority and may be withdrawn with retrospective effect, if considered necessary.

[Notification No. 10760/F. No. 203/20/97/ITA. II]

MALATHI R. SRIDHARAN, Under Secy.

का. आ. 192.—सर्वसाधारण की सूचना के लिए, यह अधिसूचित किया जाता है कि केन्द्रीय सरकार द्वारा मैमर्ल मनीपाल होम फाइनेंस लि. बंगलोर को कर निर्धारण वर्ष 1998-99 से 2000-2001 तक के लिए आयकर अधिनियम, 1961 की धारा 36(1), (Viii) के प्रयोजनार्थ अनुमोदित किया जाता है।

2. यह अनुमोदन इन शर्तों के अधीन है कि :—

- (i) कम्पनी का मुख्य उद्देश्य आवासीय प्रयोजन के लिए गृहों के निर्माण अथवा खरीद के लिए दीर्घ अवधि के बिल प्रदान करने के काराबार को जारी रखना है ;
- (ii) कम्पनी आयकर अधिनियम, 1961 की धारा 139 (i) के अन्तर्गत आय की विवरणी दाखिल करने के लिए निर्धारित तारीख से पहले इस धारा के अन्तर्गत दावा की गई कटौती के विवरण सहित प्रति वर्ष लम्बा परीक्षित लाभ और हानि खाते तथा बैलेंस शीट की एक प्रति प्रस्तुत करती है ;
- (iii) अधिनियम के अन्तर्गत यथा अपेक्षित सुरक्षित निधि का सृजन करती है तथा अधिनियम के अनुसार उसका रख-रखाव करती है ; तथा
- (iv) धारा 36(1) (Viii) में विहित सभी अन्य शर्तों को पूरा करती है।

[अधिसूचना सं. 10761/फा.सं. 204/25/96-आ क.नि. II]

मालथी आर. आधरन, अवर सचिव

New Delhi, the 12th January, 1999

S.O. 192.—It is notified for general information that M/s Manipal Home Finance Ltd., Bangalore has been approved by the Central Government for the purposes of Section 36(1)(viii) of the Income tax Act, 1961, for the assessment years 1998-99 to 2000-2001.

2. The approval is subject to the condition that

- (i) the company has the main object carrying on the business of providing long term finance for construction purchase of houses for residential purposes.
- (ii) the company submits every year a copy of its audited profit and loss account a balance sheet alongwith a statement deduction claimed under this section before its due date for filing return of income under section 139(1) of the income tax Act, 1961.

- (iii) special reserve as required under the act is created and maintained as per the Act; and
- (iv) all other conditions contained in section 36(1)(viii) are fulfilled.

[Notification No. 10761/F.No. 204/25/96-ITA.II]
MALATHI R. SRIDHARAN, Under Secy.

(सेन्ट्रल इकोनामिक इन्टेलीजेन्स ब्यूरो)

(कोफेपोसा यूनिट)

आदेश

नई दिल्ली, 1 जनवरी, 1999

का० आ० 193.—अतः संयुक्त सचिव, भारत सरकार जिन्हें विदेशी मुद्रा संरक्षण और तस्करी निवारण अधिनियम, 1974 (1974 का 52) की धारा 3 की उप-धारा (1) के अन्तर्गत विशेष रूप से शक्ति प्रदान की गई है, ने उक्त उप-धारा के अधीन आदेश फाइल सं. 673/70/98-सी.यू.एस.-VIII, दिनांक 17-11-98 जारी किया और यह निर्देश दिया कि श्री गुरदीप सिंह पिल 21, हीरा अपार्टमेंट, यारी रोड, वरसावा, अन्धेरी (प०), मुम्बई-400061 को निरुद्ध कर लिया जाए और केन्द्रीय कारागार, नासिक में अभिरक्षा में रखा जाए जिससे कि उन्हें भविष्य में चीजों की तस्करी करने से रोका जा सके।

2. अतः केन्द्रीय सरकार के पास यह विश्वास करने का कारण है कि पूर्वोक्त व्यक्ति फरार हो गया है या स्वयं को छिपा रखा है जिससे कि यह आदेश निष्पादित नहीं किया जा सकता।

3. अतः, अब, उक्त अधिनियम की धारा 7 की उप-धारा (1) के अण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, केन्द्रीय सरकार एतद्वारा पूर्वोक्त व्यक्ति को यह निर्देश देती है कि वह शासकीय राजपत्र में इस आदेश के प्रकाशित होने के 7 दिन के भीतर पुलिस आयुक्त, मुम्बई के सम्मुख उपस्थित हो।

[फा. सं. 673/70/98-सी.यू.एस.-VIII]

तरसेम लाल, उप सचिव

(Central Economic Intelligence Bureau)

(COFEPOSA Unit)

ORDER

New Delhi, the 1st January, 1999

S.O. 193.—Whereas the Joint Secretary to the Government of India specially empowered under Sub-section (1) of Section 3 of the Conservation

of Foreign Exchange and Prevention of Smuggling Activities Act, 1974 (52 of 1974) issued Order F.No. 673/70/98-Cus.-VIII dated 17-11-98 under the said sub-section directing that Shri Harinder Pal Singh Shergill S/o Shri Gurdip Singh Gill, 21, Heera Apartment, Yari Road, Versova, Andheri (W), Mumbai-400061 be detained and kept in custody in the Central Prison, Nasik with a view to preventing him from smuggling goods in future.

2. Whereas the Central Government has reasons to believe that the aforesaid person has absconded or has been concealing himself so that the order cannot be executed.

3. Now, therefore, in exercise of the power conferred by Clause (b) of Sub-section (1) of Section 7 of the said Act, the Central Government hereby directs the aforesaid person to appear before the Commissioner of Police, Mumbai within seven days of the publication of this order in the official Gazette.

[F. No. 673/70/98-Cus. VIII]

TARSEM LAL, Dy. Secy.

भारतीय रिजर्व बैंक

(ग्रामीण आयोजना और ऋण विभाग)

(केन्द्रीय कार्यालय)

मुम्बई, 4 दिसम्बर, 1998

का० आ० 194.—भारतीय रिजर्व बैंक अधिनियम, 1934 (1934 का अधिनियम सं० 2) की धारा 42 की उप-धारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय रिजर्व बैंक एतद्वारा प्रत्येक राज्य सहकारी बैंक को, जिसे फिलहाल उक्त अधिनियम की तृतीय अनुसूची में शामिल किया गया है, उक्त अधिनियम की धारा 42 की उप-धारा (1) के परन्तुक से दिनांक 1 जनवरी 1999 से 31 दिसम्बर 2000 तक अगामी दो वर्षों की अवधि के लिए उस सीमा तक छूट देना है जहां तक कि उसके अंतर्गत जारी की गई किसी भी अधिसूचना के साथ पठित उक्त परन्तुक की अपेक्षातुल्य कोई अनुसूचित राज्य सहकारी बैंक धारा 42 की उप-धारा (1) में संदर्भित उक्त बैंक की शुद्ध सावधि और मांग देयताओं के 3 प्रतिशत से अधिक औसत दैनिक शेष बनाये रखता है।

[ग्राह्यवि.आर.एफ. सं. 40/07/02/05/98-99]

आई. डी. अग्रवाल, कार्यपालक निदेशक

RESERVE BANK OF INDIA

(Rural Planning and Credit Department)

(Central Office)

Mumbai, the 4th December, 1998

S.O. 194.—In exercise of the powers conferred by Sub-section (7) of Section 42 of the Reserve Bank of India Act 1934 (Act No. 2 of 1934), the Reserve Bank of India hereby exempts every Sta

Co-operative Bank which is for the time being included in the Second Schedule to the said Act from the proviso to Sub-section (1) of Section 42 of the Reserve Bank of India Act, 1934 insofar as that proviso read with any notification issued thereunder requires a scheduled state co-operative bank to maintain an average daily balance in excess of 3 per cent of the net time and demand liabilities of the bank referred to in Sub-section (1) of Section 42 for a further period of two years from 1 January 1999 to 31 December 2000.

[RPCD No. R.F. 40/07/02/05/98-99]

I. D. AGARWAL, Executive Director

मुम्बई, 4 दिसम्बर, 1998

का० आ० 195.—भारतीय रिजर्व बैंक अधिनियम, 1934 (1934 का अधिनियम सं. 2) की धारा 42 की उप-धारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय रिजर्व बैंक एतद्द्वारा प्रत्येक राज्य सहकारी बैंक को, जिसे फिलहाल उक्त अधिनियम की दूसरी अनुसूची में शामिल किया गया है, उक्त अधिनियम की धारा 42 की उप-धारा (1ए) के उपबंधों से दिनांक 1 जनवरी 1999 से 31 दिसम्बर 2000 तक मुक्त करता है।

[ग्राह्याह्वि० सं० आर० एफ० 41/07/02/05/98-99]

आई० डी० अग्रवाल, कार्यपालक निदेशक

Mumbai, the 4th December, 1998

S.O. 195.—In exercise of the powers conferred by sub-section (7) of Section 42 of the Reserve Bank of India Act, 1934 (Act No. 2 of 1934), the Reserve Bank of India hereby exempts every State Co-operative Bank which is for the time being included in the Second Schedule to the Act from the provisions of sub-section (1A) of Section 42 of the Reserve Bank of India Act, 1934 for a period of two years commencing from 1 January 1999 to 31 December 2000.

[RPCD No. R.F. 41/07/02/05/98-99]

I. D. AGARWAL, Executive Director

मुम्बई, 4 दिसम्बर, 1998

का० आ० 196.—भारतीय रिजर्व बैंक अधिनियम 1934 (1934 का 2) की धारा 42 की उप-धारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय रिजर्व

बैंक एतद्द्वारा क्षेत्रीय ग्रामीण बैंक अधिनियम 1976 (1976 का 21) के अंतर्गत गठित समस्त क्षेत्रीय ग्रामीण बैंकों को भारतीय रिजर्व बैंक अधिनियम 1934 की धारा 42 की उप-धारा (1) के उपबंधों से दिनांक 1 जनवरी 1999 से 31 दिसम्बर 2000 तक आगामी दो वर्षों के लिए मुक्त करता है।

[ग्राह्याह्वि० आर० एफ० सं० 43/07/02/05/98-99]

आई० डी० अग्रवाल, कार्यपालक निदेशक

Mumbai, the 4th December, 1998

S.O. 196.—In exercise of the powers conferred by sub-section (7) of Section 42 of the Reserve Bank of India Act, 1934 (2 of 1934), the Reserve Bank of India hereby exempts all Regional Rural Banks constituted under the Regional Rural Banks Act, 1976 (21 of 1976) from the provisions of the proviso to Sub-section (1) of Section 42 of the Reserve Bank of India Act, 1934 for a further period of two years commencing from 1 January 1999 to 31 December 2000.

[RPCD No. R.F. 43/07/02/05/98-99]

I. D. AGARWAL, Executive Director

मुम्बई, 4 दिसम्बर, 1998

का० आ० 197.—भारतीय रिजर्व बैंक अधिनियम, 1934 (1934 का 2) की धारा 42 की उप-धारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय रिजर्व बैंक एतद्द्वारा क्षेत्रीय ग्रामीण बैंक अधिनियम 1976 (1976 का 21) के अंतर्गत गठित समस्त क्षेत्रीय ग्रामीण बैंकों को भारतीय रिजर्व बैंक अधिनियम 1934 की धारा 42 की उप-धारा (1ए) के उपबंधों से दिनांक 1 जनवरी 1999 से 31 दिसम्बर 2000 तक मुक्त करती है।

[ग्राह्याह्वि० सं० आर० एफ० 44/07/02/05/98-99]

आई० डी० अग्रवाल, कार्यपालक निदेशक

Mumbai, the 4th December, 1998

S.O. 197.—In exercise of the powers conferred by Sub-section (7) of Section 42 of the Reserve Bank of India Act, 1934 (2 of 1934), the Reserve Bank of India hereby exempts all Regional Rural Banks constituted under the Regional Rural Banks Act, 1976 (21 of 1976) from the provisions of Sub-section (1A) of Section 42 of the Reserve Bank of

India Act, 1934 for a period of two years commencing from 1 January, 1999 to 31 December, 2000.

[RPCD No. R.F. 44/07/02/05/98-99]

I. D. AGARWAL, Executive Director

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 29 दिसम्बर, 1998

का.आ. 198.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबन्ध) स्कीम, 1970 के खण्ड 9 के उपखण्ड (1) और (2) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अन्तर्गण) अधिनियम, 1970 की धारा 9 की उपधारा 3 के खण्ड (च) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक के परामर्श के बाद, एन.डी.आर. श्री तपन ककाती, यूको बैंक अधिकारी संघ के वरिष्ठ उपाध्यक्ष (यूको बैंक, क्षेत्रीय कार्यालय, गुवाहाटी में उपमुख्य अधिकारी के रूप में नियुक्त) को 29 दिसम्बर, 1998 से 28 दिसम्बर, 2001 तक या यूको बैंक के अधिकारी के रूप में उनकी सेवाएं समाप्त होने तक, इनमें जो भी पहले हो, यूको बैंक के बोर्ड में निदेशक के रूप में नामित करती है। यह नामांकन रिट प्राप्ति संख्या 4422-23/1998 (एल) में कर्नाटक उच्च न्यायालय के अंतिम निर्णय के अध्वर्धन होगा।

[फा. सं. 9/22/97-बी.ओ.-1]

एम.के. ठाकुर, अवर सचिव

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 29th December, 1998

S.O. 198.—In exercise of the powers conferred by clause (f) of sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with sub-clause (1) and (2) of clause 9 of the nationalised banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby nominates Shri Tapan Kakati, Senior Vice-President of UCO Bank Officers' Federation (posted as Deputy Chief Officer at the UCO Bank, Regional Office, Guwahati) as a Director on the Board of UCO Bank with effect from 29th December, 1998 and upto 28th December, 2001, or until he ceases to be an officer of UCO Bank, whichever is earlier. The nomination will be subject to the final decision of the High Court of Karnataka in Writ Petition No. 4422-23/1998(L).

[F. No. 9/22/97-B.O.I.]

—
S. K. THAKUR, Under Secy.

नई दिल्ली, 31 दिसम्बर, 1998

का.आ. 199.—रुण औद्योगिक कंपनी (विशेष उपबन्ध) अधिनियम, 1985 (1986 का 1) की धारा 6 की उपधारा (2) के साथ पठित धारा 4 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एन.डी.आर. श्री एस.एस. कपूर को 1 जनवरी, 1999

से एक महीने की अवधि के लिए या अगले आदेशों तक, जो भी पहले हो, औद्योगिक तथा वित्तीय पुनर्निर्माण बोर्ड के सदस्य के रूप में पुनर्नियुक्त करती है।

[सं. 7/17/96-बी.ओ.-I]

सुधीर श्रीवास्तव, निदेशक

New Delhi, the 31st December, 1998

S.O. 199.—In pursuance of the powers conferred by sub-section (2) of Section 4 read with sub-section (2) of Section 6 of the Sick Industrial Companies (Special Provisions) Act, 1985, (1 of 1986), the Central Government hereby re-appoints Shri S. L. Kapur, as a Member of the Board for Industrial and Financial Reconstruction for a period of one month from 1st January, 1999 or till further orders, whichever event occurs earlier.

[F. No. 7/17/96-B.O.I.]

SUDHIR SHRIVASTAVA, Director.

नई दिल्ली, 4 जनवरी, 1999

का.आ. 200.—राष्ट्रीय बैंक (प्रबंध और प्रकीर्ण उपबन्ध) स्कीम, 1980 के खण्ड 3 के उपखण्ड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अन्तर्गण) अधिनियम, 1980 की धारा 9 की उपधारा 3 के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एन.डी.आर. वित्त मंत्रालय आर्थिक कार्य विभाग (आर्थिक प्रभाग) में आर्थिक सहायक डा. लक्ष्मण दास को सत्काल प्रभाव से और अगले आदेशों तक कार्पोरेट बैंक के बोर्ड में निदेशक नियुक्त करती है।

[एफ. सं. 9/9/98-बी.ओ.-I]

सुधीर श्रीवास्तव, निदेशक

New Delhi, the 4th January, 1999

S.O. 200.—In exercise of the powers conferred by clause (b) of sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980, read with sub-clause (1) of clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980, the Central Government hereby nominates Dr. Tarun Das, Economic Adviser, Ministry of Finance, Department of Economic Affairs (Economic Division) as a Director on the Board of Corporation Bank with immediate effect and until further orders.

[F. No. 9/9/98-B.O.-I.]

SUDHIR SHRIVASTAVA, Director

New Delhi, the 8th January, 1999

CORRIGENDUM

S.O. 201.—In the notification No. 15-3-97-BOA(ii) dated 28th October, 1998, issued by Government of India, Ministry of Finance, Department of Economic Affairs (Banking Division) for publication in the Gazette of India Part II of Section 3(ii) in line 7 of the English version of the aforesaid notification, for the words "3rd February 1998" read "3rd February 1999."

[F. No. 15-3/97-BOA(ii)]

B. A. NARAYANAN, Under Secy.

नई दिल्ली, 8 जनवरी, 1999

र्यास्तर और परिवार संरक्षण मंत्रालय

का.आ. 202—भारतीय निर्यात-आयात बैंक अधिनियम, 1981 (1981 का 28) की धारा 6 की उपधारा (1) के खंड (ड) के उपखंड (i) के अनुसरण में, केन्द्रीय सरकार, एतद्वारा सचिव (आर्थिक संबंध) विदेश मंत्रालय को भारतीय निर्यात-आयात बैंक में निदेशक बोर्ड में निदेशक के रूप में नामित करती है।

[सं. 7/6/95-बी. ओ.-I(i)]

सुधीर श्रीवास्तव, निदेशक

New Delhi, the 8th January, 1999

S.O. 202.—In pursuance of sub-clause (i) of clause (e) sub-section (1) or Section 6 of the Export-Import Bank of India Act, 1981 (28 of 1981), the Central Government hereby nominates Secretary (Economic Relations), Ministry of External Affairs, as a Director of the Board of Directors of the Export-Import Bank of India.

[F. No. 7/6/95-B.O.-I(i)]

SUDHIR SHRIVASTAVA, Director

नई दिल्ली, 8 जनवरी, 1999

का.आ. 203—भारतीय निर्यात-आयात बैंक अधिनियम 1981 (1981 का 26) की धारा 6 की उपधारा (1) के खंड (ड) के उपखंड (i) के अनुसरण में, केन्द्रीय सरकार, एतद्वारा अध्यक्ष, भारतीय स्टेट बैंक म्यूचुअल को भारतीय निर्यात-आयात बैंक के निदेशक बोर्ड में निदेशक के रूप में नामित करती है।

[सं. 7/6/95-बी. ओ.-I(ii)]

सुधीर श्रीवास्तव, निदेशक

New Delhi, the 8th January, 1999

S.O. 203.—In pursuance of sub-clause (ii) of clause (c) of sub-section (1) of Section 6 of the Export-Import Bank of India Act, 1981 (28 of 1981), the Central Government hereby nominates the Chairman, State Bank of India, Central Office, Mumbai as a Director of the Board of Directors of the Export-Import Bank of India.

[F. No. 7/6/95-B.O.-I(ii)]

SUDHIR SHRIVASTAVA, Director

(भारतीय चिकित्सा पद्धति एवं होम्योपैथी विभाग)

नई दिल्ली, 5 जनवरी, 1999

का.आ. 204—केन्द्रीय सरकार, केन्द्रीय होम्योपैथी परिषद् अधिनियम, 1973 (1973 का 59) की धारा 13 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय होम्योपैथी परिषद् से परामर्श करने के पश्चात् उक्त अधिनियम, की दूसरी अनुसूची में निम्नलिखित और संशोधन करती है, अर्थात्—

उक्त अनुसूची में "राजस्थान" शीर्ष के अन्तर्गत राजस्थान होम्योपैथिक चिकित्सा मंडल, जयपुर से संबंधित क्रम संख्याक 13 (4)(2) के तामन विद्यमान प्रविष्टियों के पश्चात् स्तम्भ 2 से 1 के अन्तर्गत निम्नलिखित प्रविष्टियाँ अन्तःस्थापित की जाएंगी, अर्थात्—

1	2	3	4
<hr/>			
"हैचलर ऑफ होम्योपैथिक मेडिसिन एवं सर्जरी"	बी.एस.एस.एस.	1942 से शरीर	
<hr/>			

2. यह अधिसूचना राजपत्र में प्रकाशन की तारीख को प्रदत्त होगी।

[सं.आ. 14015/25/93-होम्यो.]

चिरंजी लाध, अवर सचिव

पाद टिप्पणी :—मुख्य अधिसूचना भारत के राजपत्र के भाग-2- खंड-1 में का.आ.सं. 76, तारीख 20 दिसम्बर, 1973 को प्रकाशित की गई और उसके बाद निम्नलिखित के द्वारा संशोधित हुई।

का.आ. 3325 तारीख 4-11-1978

का.आ. 1517 तारीख 26-2-1983

का.आ. 1481 तारीख 12-3-1983

का.आ. 3099 तारीख 21-6-1985

का.आ. 2048 तारीख 24-3-1986

का.आ. 2270 तारीख 24-5-1986

का.आ. 2449 तारीख 1-8-1990

का.का. 2501 तारीख 1-8-1990

का.आ. 2502 तारीख 21-8-1990

का.आ. 710 तारीख 20-2-1992

का.आ. 891 तारीख 5-3-1992

का.आ. 1210 तारीख 23-1-1992

का.आ. 2669 तारीख 24-9-1992

का.आ. 978 तारीख 28-4-1992

का.आ. 1325 तारीख 17-5-1994

का.आ. 2363 तारीख 24-10-1994

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of ISM & Homoeopathy)

New Delhi, the 5th January, 1999

S.O. 204.—In exercise of the powers conferred by sub-section (2) of section 13 of the Homoeopathy Central Council Act, 1973 (59 of 1973), the Central Government, after consulting the Central Council of Homoeopathy, hereby makes the following further amendment in the Second Schedule to the said Act, namely :—

In the said Schedule, under the heading "Rajasthan" against serial number 13(D)(2) relating to Rajasthan Board of Homoeopathic Medicine, Jaipur, after the existing entries, under columns 2 to 4, the following entries shall be inserted, namely :—

1	2	3	4
"Bachelor of Homoeopathic Medicine and Surgery		B.H.M.S. From 1992 onwards."	

2. This Notification shall come into force on the date of its publication in the Official Gazette.

[No. R-14015/25/93-HOMOE.]

CHIRANJI LAL, Under Secy.

Foot Note :—The Principal Notification was published in the Gazette of India Part 2, Section 1, vide S.O. No. 76, dated 20th December, 1973 and was subsequently amended vide :

S.O. 3325 dated 4-11-1978.

S.O. 1517 dated 26-02-1983.

S.O. 1481 dated 12-03-1983.

S.O. 3099 dated 21-06-1985.

S.O. 2048 dated 24-03-1986.

S.O. 2270 dated 24-05-1986.

S.O. 2449 dated 01-08-1990.

S.O. 2501 dated 01-08-1990.

S.O. 2502 dated 21-08-1990.

S.O. 710 dated 20-02-1992.

S.O. 891 dated 05-03-1992.

S.O. 1210 dated 23-04-1992.

S.O. 2669 dated 24-09-1992.

S.O. 978 dated 28-04-1992.

S.O. 1325 dated 17-05-1994.

S.O. 2363 dated 24-10-1994.

83-GI/99—2

जल भूतल परिवहन मंत्रालय

(नौवहन पक्ष)

नई दिल्ली, 14 जनवरी, 1999

का. आ. 205—सरकार, राष्ट्रीय नौवहन बोर्ड नियमावली, 1960 के नियम 4 के साथ पठित वाणिज्य पोत परिवहन अधिनियम, 1958 (1958 का 44) की धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतद्वारा भारत सरकार, जल भूतल परिवहन मंत्रालय (नौवहन पक्ष) की दिनांक 11 अप्रैल, 1997 की अधिसूचना सं. एम.एस.—18011/2/96-एम.एल. में निम्नलिखित संशोधन करती है :—

उक्त अधिसूचना में क्रम सं. 6 पर निम्नलिखित प्रविष्टि प्रतिस्थापित की जाये।

अर्थात्

"6. श्री प्रफुल्ल गोरादिया,
संसद सदन्य (राज्य सभा)"

[फा.सं. एम.एस.—18011/2/96-एम.एल.]

आर.के. शर्मा, अवर सचिव

MINISTRY OF SURFACE TRANSPORT

(Shipping Wing)

New Delhi, the 14th January, 1999

S.O. 205.—In exercise of the powers conferred by Section 4 of the Merchant Shipping Act, 1958 (44 of 1958) read with Rule 4 of the National Shipping Board Rules, 1960, the Government hereby makes the following amendments in the Government of India, Ministry of Surface Transport (Shipping Wings') Notification No. SS-18011/2/96-SL dated 11 April, 1997 :—

In the said notification dated 11 April 1997, for the existing entries at S. No. 6, the following entry shall be substituted, namely :

"6. Shri Prafull Goradia,
M.P. (Rajya Sabha)".

[F. No. SS-18011/2/96-SL]

R. K. SHARMA, Under Secy.

दिल्ली विकास प्राधिकरण

DELHI DEVELOPMENT AUTHORITY

(मुख्य योजना अनुभाग)

(Master Plan Section)

सार्वजनिक सूचना

PUBLIC NOTICE

नई दिल्ली, 15 जनवरी, 1999

New Delhi, the 15th January, 1999

का.आ. 206--केन्द्रीय सरकार का दिल्ली की मुख्य योजना 2001 में निम्नलिखित संशोधन करने का प्रस्ताव है, जिसे ग्राम जनता की जानकारी के लिये एतद्वारा प्रकाशित किया जाता है। प्रस्तावित संशोधन के संबंध में यदि किसी व्यक्ति को कोई आपत्ति/सुझाव देने हों, तो वे अपनी आपत्तियों/सुझावों को इस सूचना के जारी होने की तिथि से 30 दिन की अवधि के अन्दर आयुक्त एवं सचिव, दिल्ली विकास प्राधिकरण, विकास सदन, "बी" ब्लॉक, आई.एन.ए. नई दिल्ली को लिखित रूप में भेज दें। आपत्ति/सुझाव देने वाले व्यक्ति को अपना नाम और पता भी देना चाहिये।

S.O. 206.—The following modification which the Central Government proposes to make in the Master Plan for Delhi-2001, is hereby published for public information. Any person having any objections/suggestions with respect to the proposed modification may send the objection/suggestion in writing to the Commissioner-cum-Secretary, Delhi Development Authority, Vikas Sadan, 'B' Block, INA, New Delhi, within a period of 30 days from the date of issue of this notice. The person making the objections/suggestions should also give his name and address.

MODIFICATION :

संशोधन :

"The land use of an area, measuring 125 hac. (309 acres) falling in the revenue estate of village Bapraula bounded by Agricultural land of village Bapraula and Abadi of village Bapraula in the North, and East, Mungeshpur Drain in the South and Nazafgarh Bapraula Road in the North-West, is proposed to be changed from 'rural use zone' to 'public and semi public facilities' (Distt. Open Jail)."

"बापड़ौला गांव की राजस्व सम्पदा के अन्तर्गत आने वाले 125 हेक्टेयर (309 एकड़) क्षेत्र, जो उत्तर और पूर्व में बापड़ौला गांव की कृषि भूमि और बापड़ौला गांव की आबादी, दक्षिण में मंगेशपुर नाले तथा उत्तर-पश्चिम में नजफगढ़-बापड़ौला रोड से घिरा हुआ है, का भूमि उपयोग "ग्रामीण उपयोग जोन" से "सार्वजनिक एवं अर्ध-सार्वजनिक सुविधाओं" (डिस्ट्रिक्ट ओपन जेल) में बदला जाना प्रस्तावित है।"

2. The plan indicating the proposed modification shall be; available for inspection at the office of the Joint Director Master Plan Section, 6th floor, Vikas Minar, IP Estate, New Delhi on all working days within the period referred above.

2. प्रस्तावित संशोधन को दर्शाने वाला प्लान, उक्त निर्दिष्ट अवधि के दौरान निरीक्षण हेतु संयुक्त निदेशक कार्यालय, मुख्य योजना अनुभाग, छठी मंजिल, विकास मीनार, आई.पी. एस्टेट, नई दिल्ली में सभी कार्य दिवसों में उपलब्ध रहेगा।

[सं. एफ. 20(6)/96-एम.पी.]

[No. F. 20(6)/96-MP]

विश्व मोहन बंसल, आयुक्त एवं सचिव

V. M. BANSAL, Commissioner-cum-Secretary

खाद्य और उपभोक्ता मामले मंत्रालय

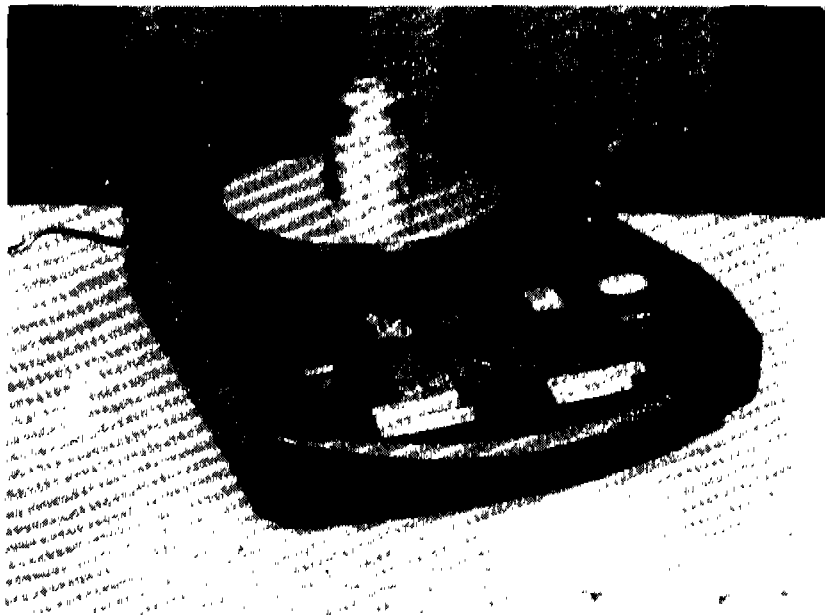
(उपभोक्ता मामले विभाग)

नई दिल्ली, 12 जनवरी, 1999

का. आ. 207.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत की गई रिपोर्ट पर विचार करने के पश्चात्, समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (माडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और संभावना यह है कि अविरत उपयोग की अवधि में भी उक्त माडल यथार्थता बनाए रखेगा और परिवर्तित दशाओं में उपयुक्त सेवा देता रहेगा ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए (वर्ग II यथार्थता) (उच्च यथार्थता) वाली की म्यतः भूचक, अस्वच्छामित, इलेक्ट्रानिक मेजतल तोलन मशीन के माडल का जिसके ब्रांड नाम "स्काउट" है (जिसे इसमें इसके पश्चात् माडल कहा गया है) और जिसका विनिर्माण मैमर्स ई सी टिरोन्का लिमिटेड, 27, 9 बी, क्राम, विलसन गार्डन, बंगलौर-560027 द्वारा किया गया है और जिसे अनुमोदन चिह्न आई. एन. डी./09/98/92 समनुदेशित किया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है;

यह माडल उच्च यथार्थता (यथार्थता वर्ग II) तोलन उपकरण है जिसकी अधिकतम क्षमता 200 ग्राम और न्यूनतम क्षमता 200 मिली ग्राम है। स्थापन मापमान अंतराल (ई) 10 मिली ग्राम है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। भारग्राही प्लेटफार्म आयताकार है जिसकी भुजाएं 225×300 मिलि मीटर हैं। प्रकाश उत्सर्जक डायोड प्रदर्शन तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, और 50 हर्ट्ज आवृत्ति पर प्रस्थावर्ती धारा विद्युत प्रदाय पर कार्य करता है ;



और, केन्द्रीय सरकार, उक्त धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषित करती है कि उक्त मॉडल के इस अनुमोदन प्रमाणपत्र के अंतर्गत, उम्मी श्रृंखला के उम्मी मेक यथार्थता और कार्यकरण वाला ऐसा तोलन उपकरण भी होगा, जिसका विनिर्माण उम्मी विनिर्माता द्वारा उम्मी मिरान्त, डिजाइन और उम्मी सामग्री से किया जाता है जिससे अनुमोदित माडल का विनिर्माण किया गया है और जिसके स्थापन मापमान अंतराल (एन) की अधिकतम संख्या 1,00,000 (एन ≤ 1,00,000) से कम या उसके बराबर है तथा जिसका "ई" मान 1, 2, 5 श्रृंखला का है।

[फा. सं. डब्ल्यू. एम.-21(134)/97]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

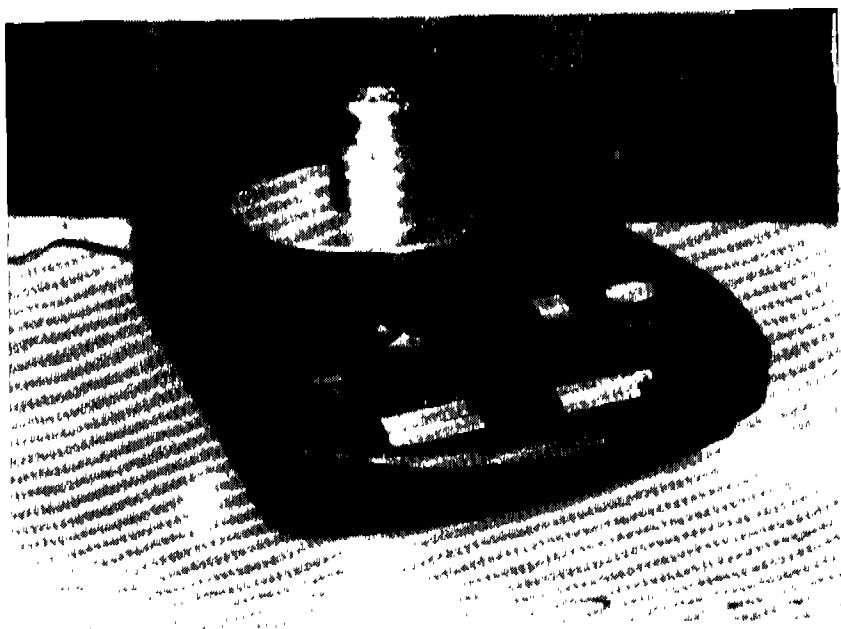
MINISTRY OF FOOD AND CONSUMER AFFAIRS**(Department of Consumer Affairs)**

New Delhi, the 12th January, 1999

S. O. 207.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain the accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the Model of the self-indicating, non-automatic electronic table top weighing machine of class II accuracy (high accuracy) and with brand name "SCOUT" (hereinafter referred to as the Model) manufactured by M/s Essae Teraoka Limited, 27, 9th, Cross, Wilson Garden, Bangalore-560 027, which is assigned the approval mark IND/09/98/92;

The said Model is a high accuracy (accuracy class II) weighing instrument with a maximum capacity of 200 g. and minimum capacity of 200 mg. The verification scale interval (e) is 10 mg. It has a tare device with a 100 per cent subtractive retained tare effect. The light emitting diode display indicates the weighing result. The load receptor platform of rectangular shape of size 225×300 millimetre. The instrument operates on 230 volts and frequency 50 hertz, alternate current power supply,



Further, in exercise of the powers conferred by sub-section (12) of the section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum number of verification scale interval (n) less than or equal to 1,00,000 ($n \leq 1,00,000$) and with 'e' value of 1, 2, 5 series manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved Model has been manufactured

[F. No. WM 21(134)/97]

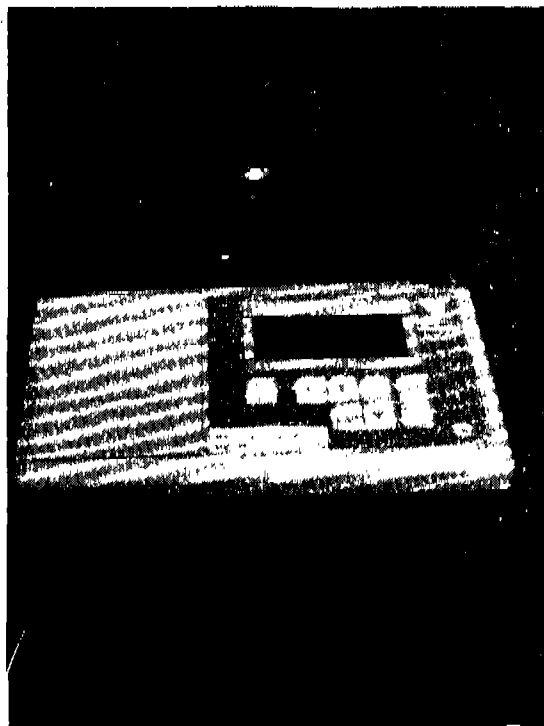
P A KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 12 जनवरी, 1999

का. आ. 208.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत की गई रिपोर्ट पर विचार करने के पश्चात्, समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखिए) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और संभावना यह है कि अविरत उपयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और परिवर्तित दशाओं में उपयुक्त सेवा देता रहेगा;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए (वर्ग II यथार्थता) (उच्च यथार्थता) वाली "डी एस-450" श्रृंखला की स्वतः सूचक, अस्वचालित, इलेक्ट्रॉनिक मोजतल तोलन मशीन के मॉडल का जिसके ब्रांड नाम "ई सी डिजी" है (जिसे इसमें इसके पश्चात् मॉडल कहा गया है) और जिसका विनिर्माण मैसर्स ई सी टिरोन्का लिमिटेड, 27, 9 बी, क्रास, विलसन गार्डन, बंगलौर-560027 द्वारा किया गया है और जिसे अनुमोदन चिह्न आई. एन. डी./09/98/93 समनुदेशित किया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है;

यह मॉडल उच्च यथार्थता (यथार्थता वर्ग II) तोलन उपकरण है जिसकी अधिकतम क्षमता 6 किलोग्राम और न्यूनतम, क्षमता 25 ग्राम है। मत्यापन मापमान अंतराल (ई) 0.5 ग्राम है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारिक आधेयतुलन प्रभाव है। भारग्राही प्लेटफार्म आयातकार है जिसकी भुजाएं 256×205 मिलिमीटर है। प्रकाश उत्सर्जक डायोड प्रदर्शन तालन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, और 50 हर्ट्ज आवृत्ति पर प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है;



और, केन्द्रीय सरकार, उक्त धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषित करती है कि उक्त मॉडल के इस अनुमोदन प्रमाणपत्र के अंतर्गत, उसी श्रृंखला के उसी मेक यथार्थता और कार्यकरण वाला ऐसा तोलन उपकरण भी होगा, जिसका विनिर्माण उसी विनिर्माता द्वारा उसी मिद्धान्त, डिजाइन और उसी सामग्री से किया जाता है जिससे अनुमोदित मॉडल का विनिर्माण किया गया है और जिसके मत्यापन मापमान अंतराल (एन) की अधिकतम संख्या 1,00,000 (एन \leq 1,00,000) से कम या उसके बराबर है तथा जिसका "ई" मान 1, 2, 5 श्रृंखला का है।

[फा. सं. डब्ल्यू. एम.-21(134)/97]

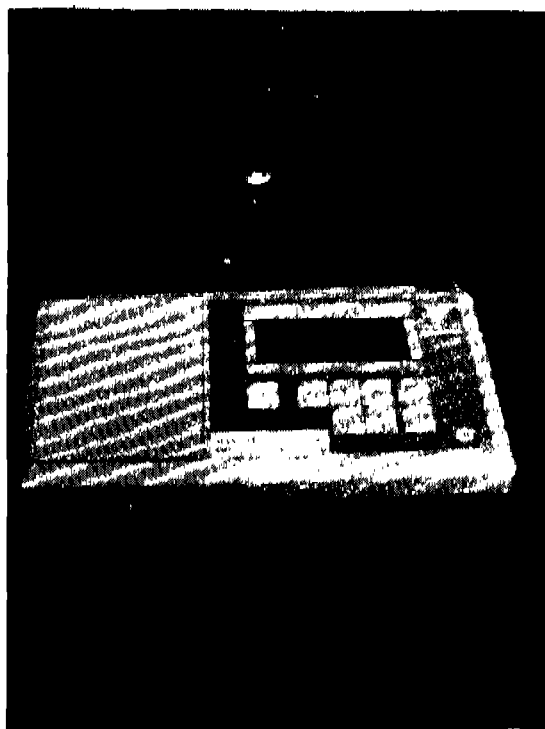
पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 12th January, 1999

S. O. 208.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain the accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the Model of the self-indicating, non-automatic electronic table top weighing machine of type "DS-450" series of class II accuracy (high accuracy) and with brand name "ESSAE-DIGI" (hereinafter referred to as the Model) manufactured by M/s Essae Teraoka Limited, 27, 9th, Cross, Wilson Garden, Bangalore-560 027, which is assigned the approval mark IND/09/98/93.

The said Model is a high accuracy (accuracy class II) weighing instrument with a maximum capacity of 6 kg and minimum capacity of 25 g. The verification scale interval (e) is 0.5 g. It has a tare device with a 100 per cent subtractive retained tare effect. The light emitting diode display indicates the weighing result. The load receptor platform of rectangular shape of size 256 × 205 millimetre. The instrument operates on 230 volts and frequency 50 hertz, alternate current power supply.



Further, in exercise of the powers conferred by sub-section (12) of the section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum number of verification scale interval (n) less than or equal to 1,00,000 ($n \leq 1,00,000$) and with 'e' value of 1, 2, 5 series manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, approved Model has been manufactured.

[F No WM 21(134)/97]

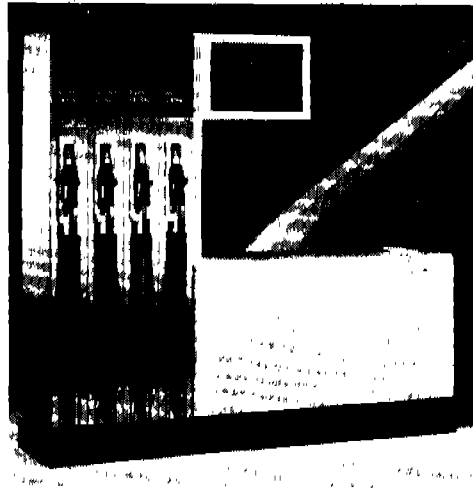
P A KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 14 जनवरी, 1999

का. आ. 209.—केन्द्रीय सरकार का विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट, जिसके साथ एम एम आई सर्टिफिक्टेड बी. बी. डि नोदरलैण्ड जो नोदरलैण्ड में इम प्रयोजन के लिए राष्ट्रीय निकाय है द्वारा प्रतिरूप अनुमोदन और स्वीकृत और अनुमोदित परीक्षित परिणाम है, पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा करता रहेगा ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए अंकक प्रदर्श सहित बहुउत्पाद डिस्पेंसिंग पंप जिसका ब्रांड का नाम "सचलुम्बरगर मल्टी प्रोडक्ट डिस्पेंसर-एम. एम. 80" है जिसका विनिर्माण मैमर्स सचलुम्बरगर टेक्नोलॉजिज, ब्लाडेल, नोदरलैण्ड, एण्ड डुडे, यूनाइटेड किंगडम द्वारा किया गया है और भारत में विक्रय मै. सचलुम्बरगर मेजरमेंट एण्ड मिस्टम इंडिया लि., 12वां तल, 13 टालम्टाय मार्ग, मोहन डेब्लपमेंट बिल्डिंग, नई दिल्ली द्वारा किया गया है और जिसे अनुमोदन चिह्न आई. एन. डी./13/98/18 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है;

यह मॉडल (आकृति देखें) अंकक प्रदर्श के साथ पेट्रोलियम पदार्थों के वितरण के लिए आशियत बहुउत्पाद डिस्पेंसिंग पंप है । मशीन के तकनीकी लक्षण निम्नलिखित हैं—



विनिर्मिता	: मैमर्स—सचलुम्बरगर टेक्नोलॉजिज, ब्लाडेल, नोदरलैण्ड एंड डुडे, यूनाइटेड किंगडम ।
उपकरण का नाम	: पेट्रोलियम पदार्थों के वितरण के लिए बहुउत्पाद डिस्पेंसिंग पंप ।
प्रकार	: "एस एम 80"
अधिकतम प्रवाह दर	: 80 लिटर प्रति मिनट प्रति होज
न्यूनतम प्रवाह दर	: 2 लीटर/मिनट
अधिकतम दबाव	: 3 बार (ग्राम)
तापमान क्षमता	: 10° से 50° सेंटीग्रेट
अधिकतम आयतन	: 6 अंकों में 9999.99
उपदर्शन	: द्रव क्रिस्टल प्रदर्श (एल सी डी)
(उदाहरण मात्रा प्रदर्श)	
अधिकतम यूनिट कीमत	: 4 अंकों में 9.999 द्रव क्रिस्टल प्रदर्श (एल सी डी)
अधिकतम भुगतान कीमत	: 6 अंकों में 9999.99 द्रव क्रिस्टल प्रदर्श (एल सी डी)
होज पाइप	: 5 मीटर से कम
द्रव की प्रकृति	: गैसोलीन और डीजल

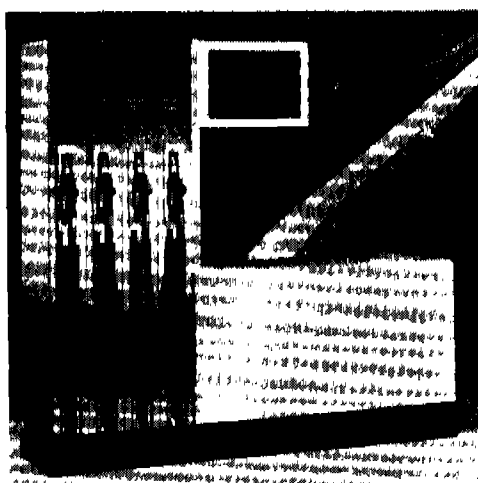
[फा. सं. डब्ल्यू. एम.-21(14)/98]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 14th January, 1999

S. O. 209.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority alongwith the pattern approval and test results granted and approved by NMI Certin B.V The Netherlands, the national body for the purpose in Netherlands, is satisfied that the model described in the said report (see the figure given below), is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the model of Multi Product Dispensing Pump with digital display (herein referred to as the Model) and with trade name "Schlumberger Multiproduct dispenser SM 80" manufactured by M/s. Schlumberger Technologies, Bladel, Netherlands and Dundee, United Kingdom and sold in India by M/s. Schlumberger Measurement & System India Ltd., 12th Floor, 13, Tolstoy Marg, Mohan Development Building, New Delhi, and which is assigned the approval mark IND/13/98/18;



The Model (see the figure) is a Multi-product dispensing pump meant for delivering petroleum products with digital display. The Technical features of the Machine are as follows :

Manufacturer	M/s. Schlumberger Technologies, Bladel, Netherlands and Dundee, United Kingdom.
Name of the instrument	Multi-product dispensing pump meant to deliver petroleum products
Type	S M80
Maximum flow rate	80 litres minute/per hose
Minimum flow rate	2 litres/min
Minimum measure quantity	2 litres.
Maximum pressure	3 bar (g)
Temperature range	-10° to 50°C
Maximum volume indication (i.e. Quantity display)	Six digit 9999 99 Liquid Crystal Display (LCD).
Maximum unit price	Four digit 9,999 LCD
Maximum price to pay	Six digit 9999 99 LCD
Hose pipe	Less than 5 m.
Nature of liquid	Gasoline and diesel

[F No WM 21(14)/98]

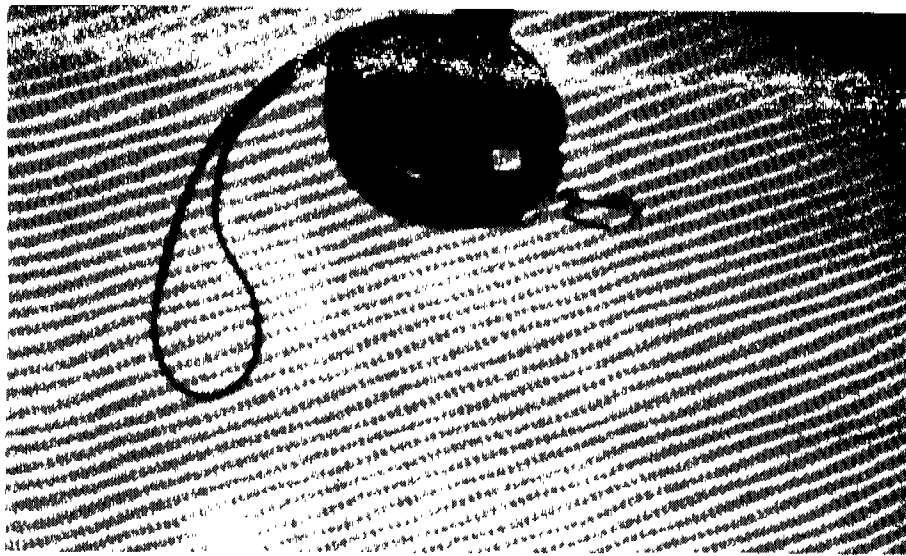
P A KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 14 जनवरी, 1999

का. आ. 210.—केन्द्रीय सरकार का विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधियों में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा करता रहेगा ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए (वर्ग I) (विशेष यथार्थता वाला) स्टील टेप माप के मॉडल का, जिसके ब्रांड का नाम "सुमिदा" है (जिसे इसमें इसके पश्चात् मॉडल कहा गया है) और जिसका विनिर्माण मैसर्स ताजीमा आशा भानू टूल्स लि., 302, साज एपार्टमेंट, 6-3-249/3/एफ. रोड नं. 1, नवीन नगर, बंजारा हिल्स, हैदराबाद-500034 द्वारा किया गया है और जिसे अनुमोदन चिह्न आई. एन. डी./09/98/137 समनुदेशित किया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है;

यह मॉडल (आकृति देखें) स्टील से बना मेट्रिक टेप माप है, जिसकी अधिकतम लम्बाई 30 मीटर और न्यूनतम भाग 1 मिली मीटर है । टेप की चौड़ाई 10 मिली मीटर है ।



और, केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि मॉडल के इस अनुमोदन प्रमाणपत्र के अन्तर्गत, निम्नलिखित टेप माप भी होंगे—

मॉडल	अधिकतम लम्बाई	न्यूनतम भाग	चौड़ाई
हिल्लार्क 25 एल	5 मीटर	1 मिली मीटर	0.25 मिली मीटर
लेब-30 कॉनसे लेबिल	3 मीटर	1 मिली मीटर	16 मिली मीटर
एस एल एल-50	5 मीटर	1 मिली मीटर	16 मिली मीटर

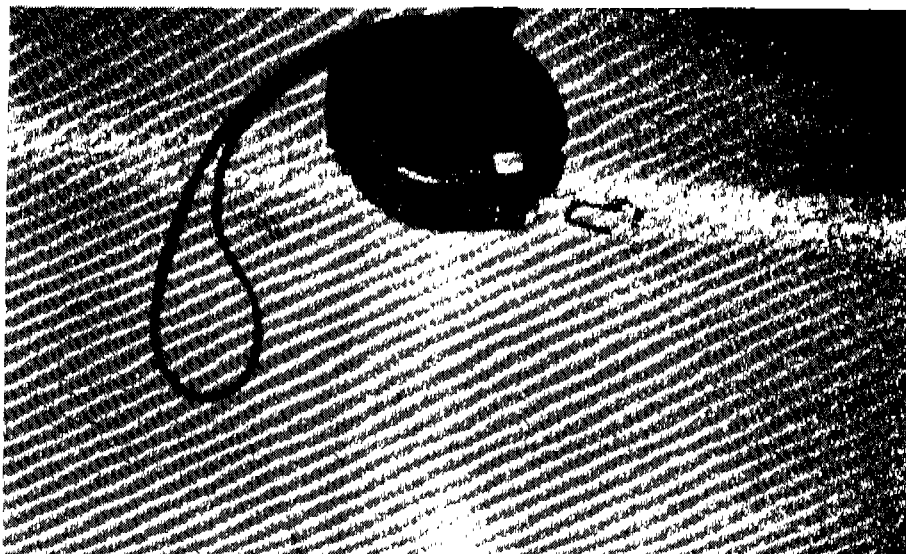
[फा. सं. डब्ल्यू. एम.-21(32)/96]
पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi. the 14th January, 1999

S. O. 210.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain the accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the Model of Steel measures of accuracy Class I with the brand name "SUMIDA" (hereinafter referred to as the Model) manufactured by M/s Tajima Asa Bhanu Tools Ltd. 302 Saaz Apts, 6-3-249/3/F, Road No. 1, Naveen Nagar, Banjara Hills, Hyderabad-500034 and which is assigned the approval mark IND/09/98/137.

The Model (see the figure) is a Metric tape measure made of steel accuracy Class I of maximum length 30 metre smallest division 1mm. The width of the tape is 10mm.



Further, in exercise of the powers conferred by sub-section (12) of the section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the model shall also cover the tape measures of the following

Model	Max. length	Smallest	Width
Hillock 25L	5m	1mm	25mm
LEV-30 conve	3m	1m m	16mm
Level SLL-50	5m	1mm	16mm

[F. No WM 21(32)/96]

P A KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 15 जनवरी, 1999

का. आ. 211.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) वाट और माप मानक अधिनियम, 1976 (1976 का 60) और वाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधियों में उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा करता रहेगा,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए “एन ए एफ-25” शृंखला की, स्वतः सूचक, व्यवस्थित इलेक्ट्रॉनिक तौलन और भराई मशीन के मॉडल का, जिसके ब्रांड का नाम “फोनिक्स” है (जिसे इसमें इसके पश्चात् मॉडल कहा गया है) और जिसका विनिर्माण मैक्स नितीराज इंजीनियर्स भारवाल टाल मिल कम्पाउंड, गुरुद्वारा के पीछे, बम्बई-आगरा रोड, धुले-424311 द्वारा किया गया है और जिसे अनुमोदन विज्ञापन आई. एन. डी/09/98/145 समनुदेशित किया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।

यह मॉडल तौलन भराई मशीन है, जिसकी अधिकतम क्षमता 25 किलोग्राम है। न्यूनतम मापमान अन्तराल 5 ग्राम है। एक आधेय तौलन युक्ति है जिसका यह एक व्यक्तनात्मक युक्ति है। मात सूचनांक प्रकाश उत्पन्नक इथोड प्रदर्श तौलन परिणाम उपदर्शित करता है। उत्पादन 3-200 पूरण प्रतिघंटा है जो इसमें भरने वाले पदार्थ के प्रकार पर निर्भर करता है।



और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि मॉडल के इस अनुमोदन प्रमाणपत्र के अंतर्गत, उसी शृंखला के उसी मेक यथार्थता और कार्यकरण वाला ऐसा तौलन उपकरण भी होगा, जिसकी अधिकतम क्षमता श्रेणी 100 किलोग्राम हो जिसका विनिर्माण उसी विनिर्माता द्वारा उसी प्तिरान्द, डिजाइन और उसी सामग्री से किया जाता है जिससे अनुमोदित मॉडल का विनिर्माण किया गया है।

[फा. सं. डब्ल्यू. एम.-21(78)/96]

पी. ए. कुण्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 15th January, 1999

S. O. 211.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority is satisfied that the Model described in the said report (figure given below), is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain the accuracy over periods of sustained use and to render accurate service under varied conditions,

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the Model of the self-indicating, automatic electronic weighing and filling machine of type "NAF-25" series and with brand name "PHOENIX" (hereinafter referred to as the Model) manufactured by M/s Nitiraj Engineers, Bharwal Dal Mill Compound, Behind Gurudwara, Bombay-Agra Road, Dhule-424 311, which is assigned the approval mark IND/09/98/145.

The said Model is a automatic weighing and filling machine with a maximum capacity of 25kg. The minimum scale division is 5g. It has a subtractive device. The seven segment light emitting diode display indicates the weighing result. The output is 3—200 fills per hour depending on the type of material being filled. The instrument operates on 230 volts and frequency 50 hertz, alternate current power supply.



Further, in exercise of the powers conferred by sub-section (12) of the section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity range of 100kg, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved Model has been manufactured.

[F No WM 21(78)/96]

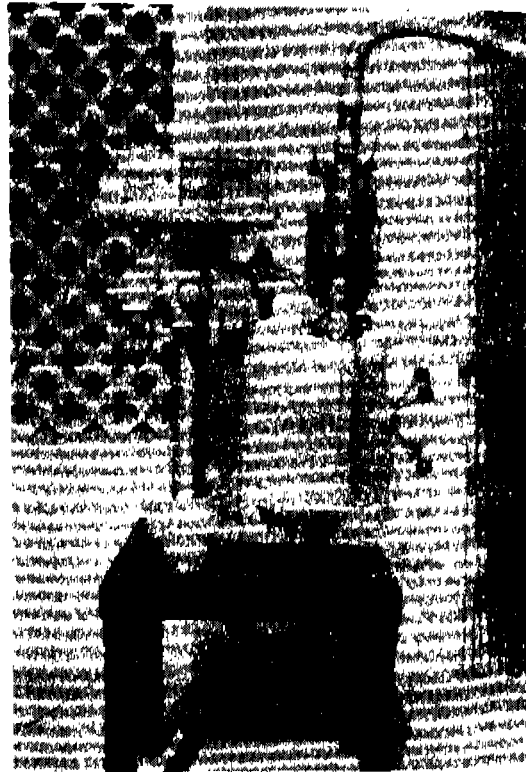
P. A. KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 15 जनवरी, 1999

का. आ. 212.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखिए) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधियों में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा करता रहेगा ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एन ए एफ-200 शृंखला की स्वतः सूक्ष्म, स्वचालित, इलेक्ट्रॉनिक तोलन और भराई मशीन के मॉडल को, जिसके ब्रांड का नाम “फोनिक्स” है (जिसे इसमें इसके पश्चात् मॉडल कहा गया है) और जिसका विनिर्माण मैसर्स नितिराज इंजीनियर्स भारवाल दाल मिल कम्पाउंड, गुरुद्वारा के पीछे, बम्बई-आगरा रोड, धुले-424311 द्वारा किया गया है और जिसे अनुमोदन चिह्न आई. एन. डी./09/98/146 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है;

यह मॉडल तोलन और भराई मशीन है, जिसकी अधिकतम क्षमता 200 किलोग्राम है। न्यूनतम मापमान अन्तराल 50 ग्राम है। व्यवकलनात्मक युक्ति है। सात सूक्ष्मनांक प्रकाश उत्सर्जन डायोड प्रदर्शन तोलन परिणाम उपदर्शित करता है। उत्पादन 3-200 पूर्ण प्रतिघंटा है जो इसमें भरने वाले पदार्थ के प्रकार पर निर्भर करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज आवृत्ति की प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि मॉडल के इस अनुमोदन प्रमाणपत्र के अंतर्गत, उमी शृंखला के उमी मेक यथार्थता और कार्यकरण वाला ऐसा तोलन उपकरण भी होगा, जिसकी अधिकतम क्षमता श्रेणी 500 किलोग्राम हो जिसका विनिर्माण उमी विनिर्माता द्वारा उमी मिद्वान, डिजाइन और उमी सामग्री से किया जाता है जिसमें अनुमोदित मॉडल का विनिर्माण किया गया हो।

[फा. सं. डब्ल्यू. एम.-21(78)/96]

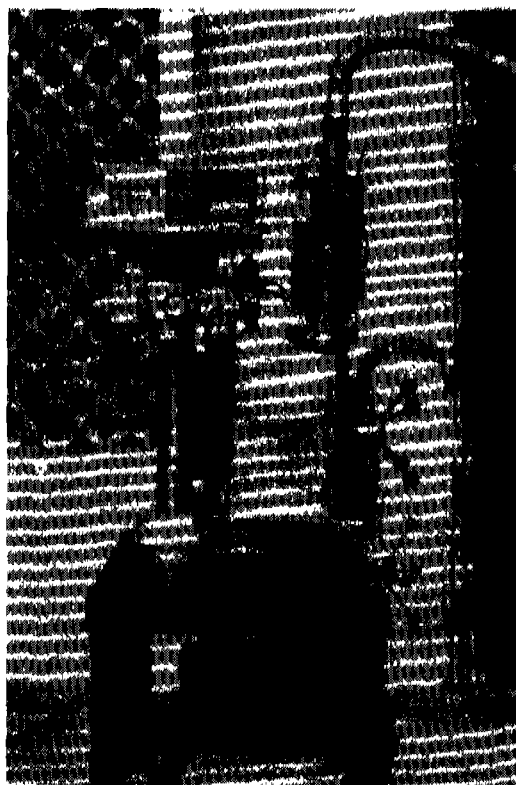
पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 15th January, 1999

S. O. 212.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain the accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the Model of the self-indicating, automatic electronic weighing and filling machine of type “NAF-200” series and with brand name “PHOENIX” (hereinafter referred to as the Model) manufactured by M/s. Nituraj Engineers, Bharwal Dal Mill Compound, Behind Gurudwara, Bombay-Agra Road, Dhule-424 311, which is assigned the approval mark IND/09/98/146.

The said Model is a automatic weighing and filling machine with a maximum capacity of 200kg. The minimum scale division is 50g. It has a subtractive device. The seven segment light emitting diode display indicates the weighing result. The output is 3—200 fills per hour depending on the type of material being filled. The instrument operates on 230 volts and frequency 50 hertz, alternate current power supply,



Further, in exercise of the powers conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity range of 500kg, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved Model has been manufactured.

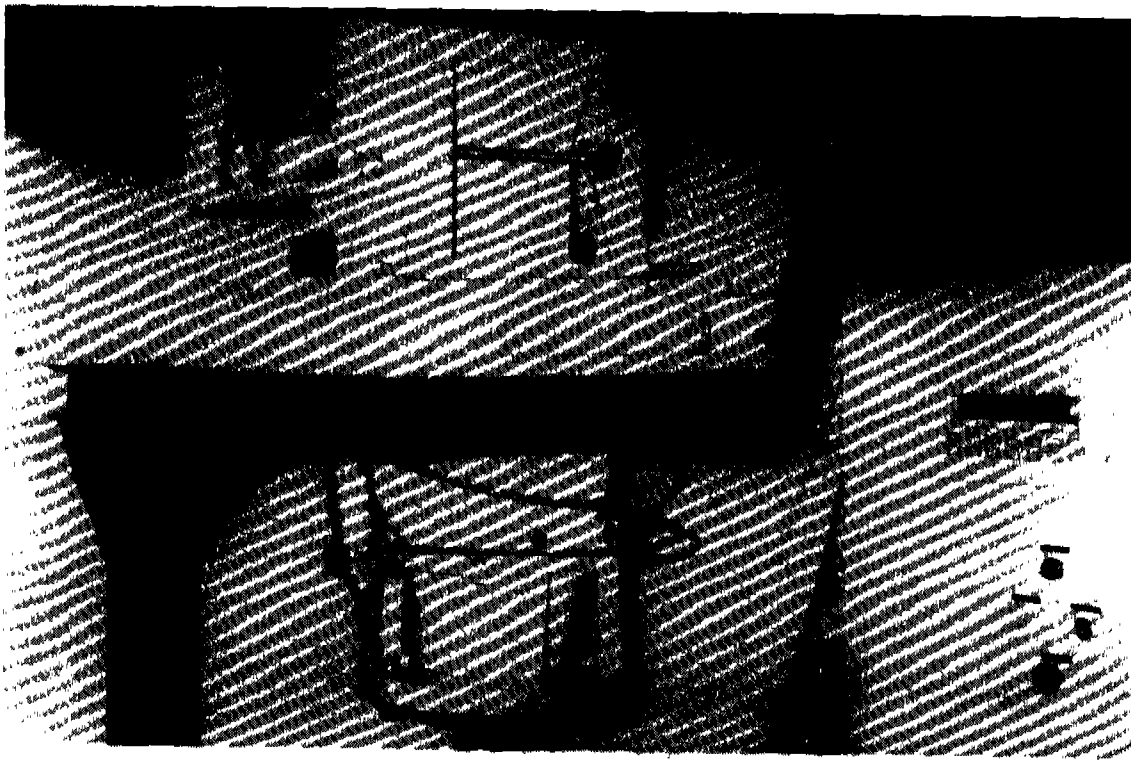
[F. No. WM 21(78)/96]

P A KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 15 जनवरी, 1999

का. आ. 213.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखिए) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधियों में भी उक्त माडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा करता रहेगा;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए "जी ई-55" श्रृंखला की, यांत्रिक स्वचालित बोरा वस्त्र तोलक मशीन के माडल का (जिसे इसमें इसके पश्चात् माडल कहा गया है) और जिसका विनिर्माण मैसर्स रोड मेडवे पैकिंग कम्पनी आफ इंडिया प्राइवेट लिमिटेड, प्लॉट नं० 5 ई, सेक्टर-4, बल्लभगढ़ (हरियाणा) द्वारा किया गया है और जिसे अनुमोदन चिह्न आई. एन. डी./09/98/6 समनुदेशित किया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है;



यह मॉडल (आकृति देखें) सूक्ष्म संसाधित्र आधारित नियंत्रक से नियंत्रित, स्वचालित भरण और यांत्रिक भरण से युक्त स्वचालित तोलन और बोरा वस्त्र मशीन का है, जिसकी अधिकतम क्षमता 100 किलोग्राम और न्यूनतम क्षमता 1 किलोग्राम है। सात सूचनांक प्रकाश उत्पन्नक डायोड प्रदर्श तोलन परिणाम उपदर्शित करता है। मशीन एक फेस 230 वोल्ट पर या तीन फेस 440 वोल्ट पर प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है। मशीन सभी प्रकार के ठोस सुप्रवाही और अप्रवाही उत्पाद पदार्थों और अप्रवाही उत्पादों जैसे खादों, रसायनों, प्लास्टिक चिप्स, मिल्क पाउडर, टी, शर्करा, अनाजों आदि के मापन के उपयोग के लिए है।

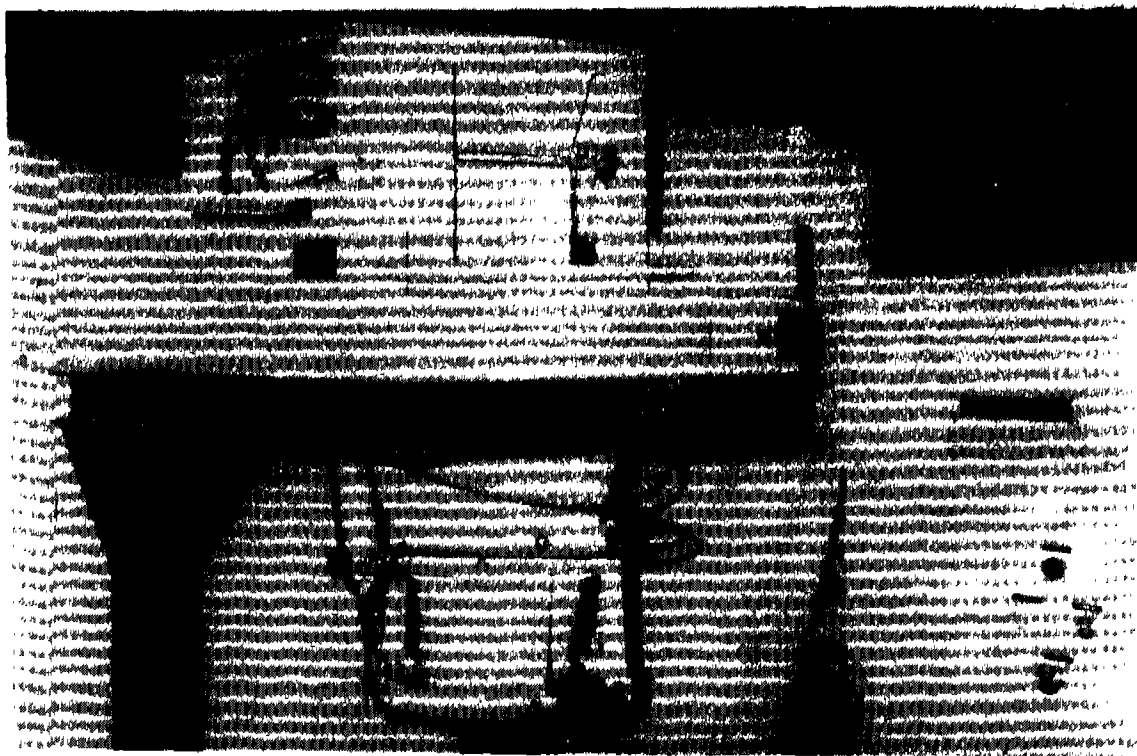
[फा. सं. डब्ल्यू. एम.-21(79)/96]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 15th January, 1999

S. O. 213.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the Model of the electronic mechanical automatic bagging weigher machine of type "GE-55" series (herein referred to as the Model) manufactured by M/s Reed Medway Packing Company of India Private Limited, Plot No 5E, Sector-4, Ballabgarh (Haryana), and which is assigned the approval mark IND/09/98/6.



The said Model is a Automatic Weighing and Bagging Machine incorporated with automatic loading device and mechanical feed controlled by micro-processor based controller. The maximum capacity is 100 kg and minimum capacity is 1 kg. The 7 segment LED type indication gives the weighment results. The machine works on single phase 230 volts or three phase 440 volts, at a frequency of 50 Hertz. The machine is used for measuring all solid free flowing and non-free flowing products materials non-free flowing products materials and non-free flowing products like Fertilisers, chemicals plastic chips, milk powder, tea, sugar, grains, etc

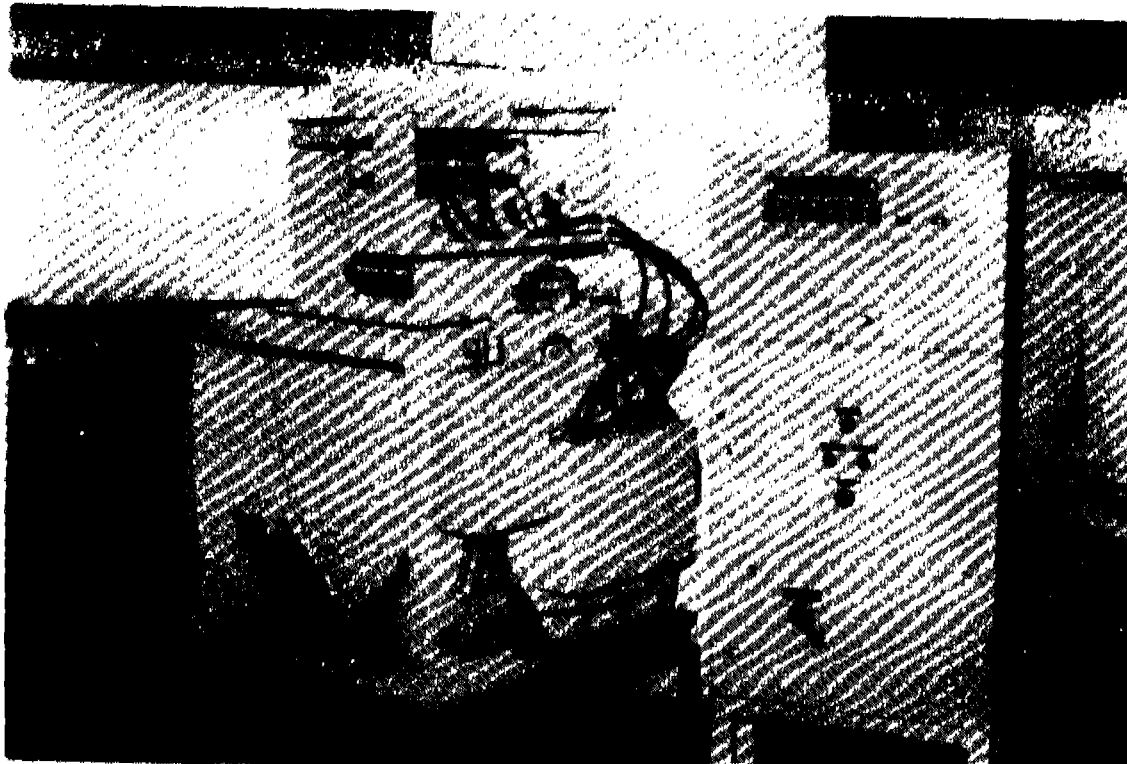
[F No. WM-21(79)/96]

P. A. KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 15 जनवरी, 1999

का. आ. 214.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधियों में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा करता रहेगा;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए ई-55 श्रृंखला की, इलेक्ट्रॉनिक, स्वचालित बोरा वस्त्र तोलक मशीन के मॉडल का (जिसे इसमें इसके पश्चात् मॉडल कहा गया है) और जिसका विनिर्माण मैसर्स रीड मेडवे पैकिंग कम्पनी आफ इंडिया प्राइवेट लिमिटेड, प्लॉट सं० 5 ई, सेक्टर-4, बल्लभगढ़ (हरियाणा) द्वारा किया गया है और जिसे अनुमोदन चिह्न आई. एन. डी./09/98/4 समनुदेशित किया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है;



यह मॉडल (आकृति देखें) सूक्ष्म संमाधित्र आधारित नियंत्रक से नियंत्रित, स्वचालित भरण युक्ति और यांत्रिक भरण से युक्त स्वचालित तोलन और बोरा वस्त्र मशीन का है, जिसकी अधिकतम क्षमता 100 किलोग्राम और न्यूनतम क्षमता 10 किलोग्राम है। डायल प्रकार का सूचक तोलन परिणाम उपदर्शित करता है। मशीन एक फेस 230 वोल्ट पर या तीन फेस 440 वोल्ट पर और 50 हर्ट्ज आवृत्ति की प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करती है। मशीन सभी प्रकार ठोस सुप्रवाही और अप्रवाही उत्पाद पदार्थों और अप्रवाही उत्पादों जैसे खादों, रसायनों, प्लास्टिक चिप्स, पूर्ण अनाजों, शर्करा, दूध उत्पादों, चाय, पशु आहार, मसाले के मापन के उपयोग के लिए है।

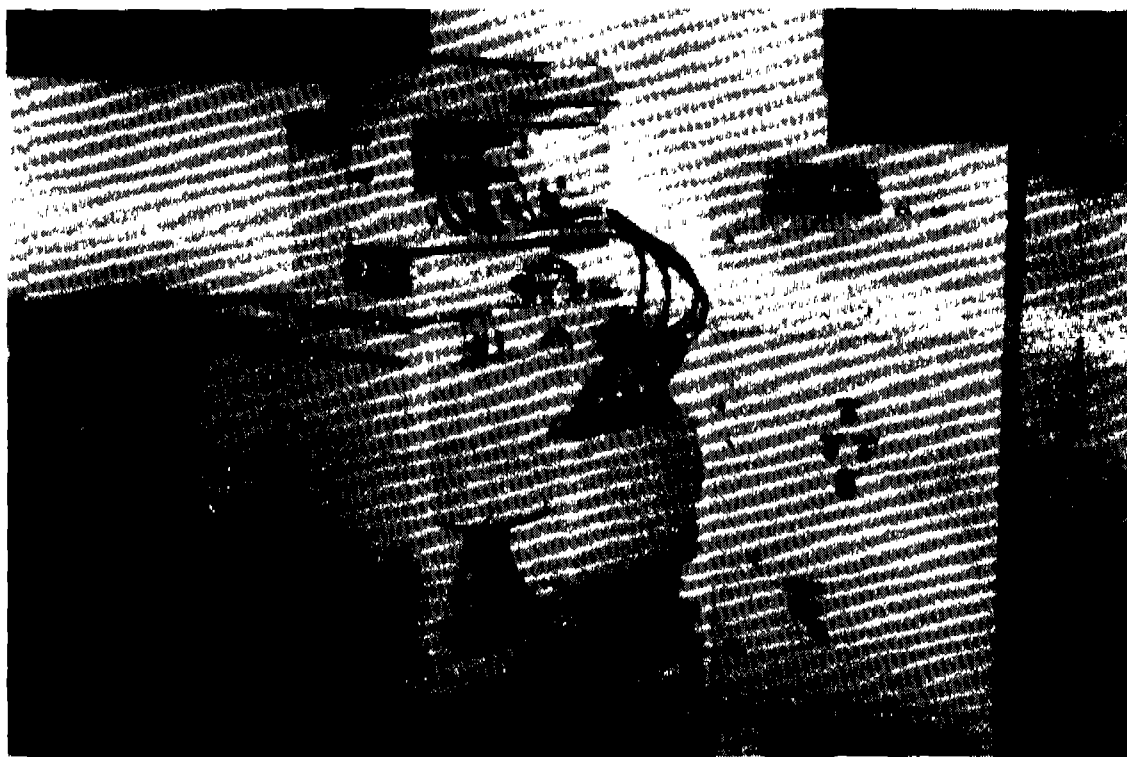
[फा. सं. डब्ल्यू. एम.-21(79)/96]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 15th January, 1999

S. O. 214.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions:

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the Model of the electronic automatic bagging weigher machine of type "E-55" series (herein referred to as the Model) manufactured by M/s Reed Medway Packing Company of India Private Limited, Plot No. 5E, Sector-4, Ballabgarh (Haryana), and which is assigned the approval mark IND/09/98/4;



The said Model (see the figure) is an Automatic Weighing and Bagging Machine incorporated with automatic loading device and mechanical feed, controlled by micro-processor based controller. The maximum capacity is 100 kg and minimum capacity is 10 kg. The dial type indication gives the weightment results. The machine works on single phase 230 volts or three phase 440 volts, at a frequency of 50 Hertz. The machine is used for measuring all solid free flowing and non-free flowing products materials and non-free flowing products like fertilisers, chemicals, plastic chips/powder, cereals, sugar, milk products, tea, animals feeds, spices

[F No WM-21(79)/96]

P. A. KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 15 जनवरी, 1999

का. आ. 215.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधियों में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा करता रहेगा;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए "एच-17" श्रृंखला की, यांत्रिक स्वचालित चोरा वस्त्र तोलन मशीन के मॉडल का (जिसे इसमें इसके पश्चात् मॉडल कहा गया है) और जिसका विनिर्माण मैसर्स रीड मेडवे पैकिंग कम्पनी आफ इंडिया प्राइवेट लिमिटेड, प्लाट सं० 5 ई, सेक्टर-4, बल्लभगढ़ (हरियाणा) द्वारा किया गया है और जिसे अनुमोदन चिह्न आई. एन. डी./09/98/1 समनुदेशित किया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है;



यह मॉडल (आकृति देखें) सूक्ष्म संसाधित्र आधारित नियंत्रक से नियंत्रित, स्वचालित भारण युक्ति और यांत्रिक भारण से युक्त स्वचालित तोलन और चोरा वस्त्र मशीन का है, जिसकी अधिकतम क्षमता 100 किलोग्राम और न्यूनतम क्षमता 5 किलोग्राम है। डायल प्रकार का सूक्ष्म तोलन परिणाम देता है। मशीन एक फेस 230 वोल्ट या तीन फेस 440 वोल्ट पर और 50 हर्टज आवृत्ति की धारा विद्युत प्रदाय पर कार्य करती है। यह मशीन सभी प्रकार के ठोस उत्पाद जैसे कि खाद, रसायन, प्लास्टिक चिप आदि मापन के उपयोग के लिए है।

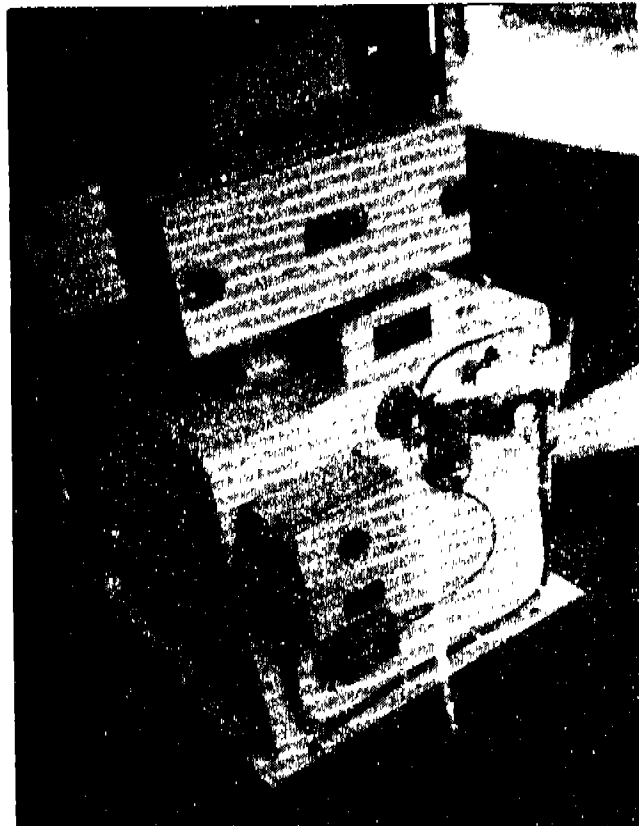
[फा. सं. डब्ल्यू. एम.-21(79)/96]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

नई दिल्ली, 15 जनवरी, 1999

का. आ. 216.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा अपने अनुज्ञापत्र रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबन्धों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधियों में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा करता रहेगा;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियाँ का प्रयोग करते हुए "आईसीसी" श्रृंखला की, इलेक्ट्रॉनिक स्वचालित योग-घट्टा-तोलक मशीन के मॉडल या (जिसे हम उसका पश्चात् मॉडल कहा गया है) और जिसका विनिर्माण मैसर्स रीड मेडवे पैकिंग कम्पनी आफ इंडिया प्राइवेट लिमिटेड, प्लॉट सं० 5 ई, सेक्टर 4, अरुणभगढ़ (हरियाणा) द्वारा किया गया है और जिसे अनुमोदन बिहू आई. एन. टी. 09/98/5 समनुदेशित किया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है;



यह मॉडल (आकृति देखें) सूक्ष्म संसाधन आधारीत नियंत्रक से नियंत्रित, स्वचालित भाग्य युक्ति और यांत्रिक भरण से युक्त स्वचालित तोलन और योग घट्टा मशीन का है, जिसकी अधिकतम क्षमता 2000 किलोग्राम और न्यूनतम क्षमता 100 किलोग्राम है। सात सूचनाएं प्रकाश उत्पन्नक डायोड प्रदर्श तोलन परिणाम उपदर्शित करता है। मशीन एक फ्रेम 230 वोल्ट या तीन फ्रेम 440 वोल्ट पर और 50 हर्टज आवृत्ति की प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है। मशीन सभी प्रकार के ठोस मृदाही और अस्थायी उत्पाद पदार्थों और अपवाही उत्पादों जैसे खादों, रसायनों, प्लास्टिक चिप्स, मिल्क पाउडर, चाय, शक्कर, अनाज आदि का मापन के उपयोग के लिए है।

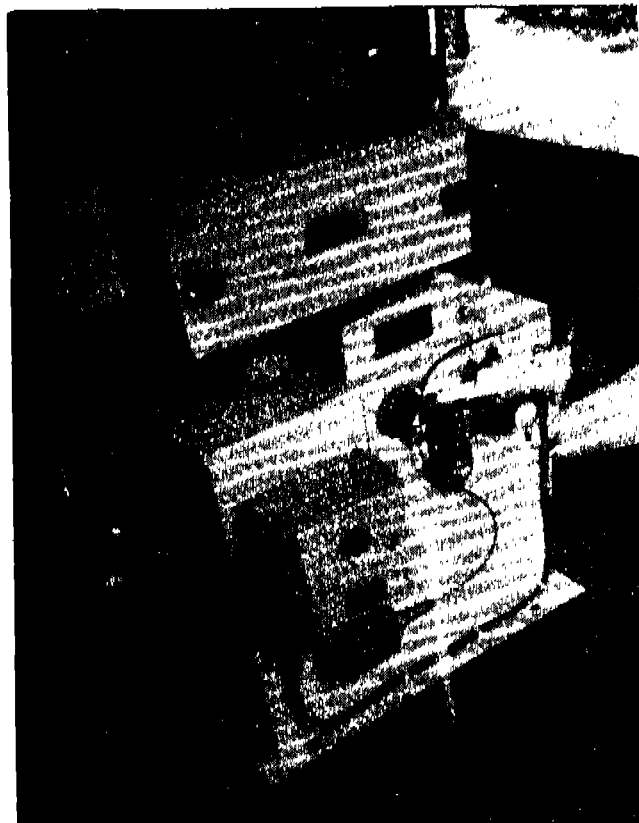
[फा. सं. डब्ल्यू. एम.-21(79)/96]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

नई दिल्ली, 15 जनवरी, 1999

का. आ. 216.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) वाट और माप मानक अधिनियम, 1976 (1976 का 60) और वाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधियों में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा करता रहेगा;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए “आईबीसी” श्रृंखला की, इलैक्ट्रॉनिक स्वचालित थोरा थर्मल तोलक मशीन के मॉडल का (जिसे इसमें इसके पश्चात् मॉडल कहा गया है) और जिसका विनिर्माण मैमर्स रीड मेडवे पैकिंग कम्पनी आफ इंडिया प्राइवेट लिमिटेड, प्लॉट सं० 5 ई, सेक्टर-4, बल्लभगढ़ (हरियाणा) द्वारा किया गया है और जिसे अनुमोदन छिह आई. एन. नो/09/98/5 समनुदेशित किया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है;



यह मॉडल (आकृति देखें) सूक्ष्म संसाधित आधारित नियंत्रक से नियंत्रित, स्वचालित भारण युक्ति और यांत्रिक भारण से युक्त स्वचालित तोलन और थोरा थर्मल मशीन का है, जिसकी अधिकतम क्षमता 2000 किलोग्राम और न्यूनतम क्षमता 100 किलोग्राम है। मात सूचनांश प्रकाश उत्सर्जक डायोड प्रदर्श तोलन परिणाम उपदर्शित करता है। मशीन एक फेस 230 वोल्ट या तीन फेस 440 वोल्ट पर और 50 हर्टज आवृत्ति की प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है। मशीन सभी प्रकार के ठोस सुप्रवाही और अप्रवाही उत्पाद पदार्थों और अप्रवाही उत्पादों जैसे खादों, रसायनों, प्लास्टिक चिप्स, मिल्क पाउडर, चाय, शर्करा, अनाजों आदि के मापन के उपयोग के लिए है।

[फा. सं. डब्ल्यू. एम.-21(79)/96]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 15th January, 1999

S. O. 216.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the Model of the electronic automatic bagging weigher machine of type "IBC" series (herein referred to as the Model) manufactured by M/s Reed Medway Packing Company of India Private Limited, Plot No. 5E, Sector-4, Ballabgarh (Haryana), and which is assigned the approval mark IND/09/98/5,



The said Model (see figure) is a Automatic Weighing and Bagging Machine incorporated with automatic loading device and mechanical feed, controlled by micro-processor based controller. The maximum capacity is 2000 kg and minimum capacity is 100 kg. The 7 LED segment type indication gives the weight result. The machine works on single phase 230 volts or three phase 440 volts, at a frequency of 50 Hertz. The machine is used for measuring all solid free flowing and non-free flowing products materials and non-free flowing products like Fertilisers, chemicals, plastic chips, milk powder, tea, sugar, grains, etc.

[F. No. WM-21(79)/96]

P A KRISHNAMOORTHY, Director, Legal Metrology

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 20 जनवरी, 1999

का. आ. 217.— केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि मोटर स्पीड, उच्चकोटि किशोरिन तेल और उच्चवर्ग डीजल के भारत पेट्रोलियम कारपोरेशन लिमिटेड हरमपानम् कोचीन, सस्थापन से तमिलनाडु राज्य के करूर में परिवहन के लिए पेट्रोनेट सी सी के लिमिटेड द्वारा पाइपलाइन बिछायी जानी चाहिए।

और ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए इस अधिसूचना से उपावद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 की 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उसमें उपयोग का अधिकार अर्जित करने के अपने आशय की घोषणा करती है।

अतः उक्त अनुसूची में वर्णित भूमि में हिलबद्ध कोई व्यक्ति राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां जनता को उपलब्ध करा दिए जाने की तारीख से इक्कीस दिन के भीतर इनमें उपयोग के अधिकार का अर्जन या सक्षम प्राधिकारी के अधीन भूमि पाइपलाइन बिछाने के संबंध में आक्षेप, लिखित रूप में श्री ए. टी. जेम्स, राज्य प्राधिकारी कोचीन, कोयम्बटूर, करूर पाइपलाइन परियोजना मोल्डन प्लाजा, एनेक्स, चित्तूर रोड, कोचीन, 18, केरल राज्य, पिन-682 018 को कर सकेगा।

अनुसूची

राज्य - केरल

जिला - त्रिसूर

तालुका - मुकन्दपुरम

क्षेत्र

शौच

सर्वेक्षण संख्या	हेक्टेयर	आरे	वर्ग मीटर
कल्लूर थेक्कूमुरी	819	0	80
	818	0	50
	817	0	97
	816/2	0	73
	815/2	0	88
	808	0	84
	811/3	0	03
	811/5	0	34
	811/2	0	92
	811/4	0	30
	811/1	0	58
	798/3	0	89
	798/1	0	97
	798	0	20
	795/1	0	17
	747/1	0	20
	746	0	21
	745/3	0	02
	743/3	0	42
	743/2	0	33
	742	0	90
	741	0	13
	738	0	99
	724/1	0	81
	724/3	0	50
	725	0	01
	708	0	13
	704	0	90
	689/1	0	82
	688	0	24
	685/1	0	75
	684	0	93
	683/2	0	55
	683/1	0	47
	651/1	0	89
	652/2	0	83
	649/8	0	44
	649/4	0	64
	648	0	57
	647	0	75

	1	2	3	4
<hr/>				
कल्लूर थेकूमरी	830	0	21	68
	848	0	00	53
	845	0	00	87
	831	0	11	40
	843	0	11	98
	835	0	14	17
	400	0	17	51
	398	0	12	87
	421/3	0	02	38
	421/2	0	02	38
	422	0	18	03
	433	0	15	24
	392/5	0	01	63
	392/4.5	0	10	35
	392/3	0	01	01
	392/7	0	01	77
	392/1	0	02	83
	393/4	0	09	35
	395/4	0	08	85
	395/3	0	05	82
	395/2	0	02	02
	398	0	00	60
	378	0	08	46
	440/4	0	08	64
	440/1	0	48	60
	438	0	00	77
	344/2	0	09	77
	344/3	0	08	59
	383	0	80	75
	432	0	02	02
कल्लूर याडाकूमरी	2198	0	05	00
	95	0	11	20
	98	0	01	00
	94	0	04	50
	83	0	11	70
	82	0	02	00
	84	0	02	50
	85	0	12	60
	58	0	11	60
	55	0	01	20
	10	0	08	00
	6	0	02	00
	92/2	0	05	02
	58	0	20	63
	95/2	0	05	07
	88/2	0	08	46

	1	2	3	4
फल्गुन बाडाकूमरी	86/1	0	07	96
	83	0	00	81
	84	0	02	52
	119	0	08	40
	118	0	08	00
	117	0	05	00
	111	0	06	00
	120	0	11	84
	121	0	06	40
	122/5	0	05	19
	122/11	0	07	17
	122/3	0	05	11
	123/1	0	07	95
	915	0	04	73
	920	0	00	54
	919	0	10	05
	918/2	0	16	86
	944/1	0	05	12
	917/1	0	03	94
	874	0	18	63
	876	0	12	54
	878	0	05	42
	869	0	05	94
	868	0	08	24
	867	0	15	87
	866	0	07	11
	865	0	16	78
	863	0	01	21
	864	0	08	41
	1009/1	0	04	74
	1009/4	0	13	36
	1008/1	0	04	21
	1008/2	0	03	97
	1008/3	0	05	31
	1040/1	0	10	00
	1041	0	01	13
	1038/1	0	14	84
	1044	0	00	53
	1039/2	0	14	24
	1038/1	0	03	30
	1038/2	0	00	86
	1010/2	0	36	19
	1034	0	08	58
	1033	0	19	49
	1032/2	0	03	73
	1039/2	0	02	16
	1061	0	09	69
	1030/1	0	03	85

	1	2	3	4
<hr/>				
कलसुर याडाकूमरी	1030/2	0	01	57
	1061	0	01	10
	1063/1	0	05	34
	1063/2	0	00	55
	1064/3	0	02	87
	1064/5	0	00	87
	1066/1	0	05	38
	1067	0	00	18
	1066/3	0	05	02
	1066/2	0	07	10
	1068/3	0	24	16
	1072	0	00	54
	1087/2	0	22	92
	1089/2	0	54	72
	1087	0	01	47
	1088	0	10	89
	1211/2	0	24	85
	1213/2	0	18	83
	1229	0	17	73
	1218/1	0	02	89
	1222/2	0	21	77
	1221	0	10	50
	1195	0	18	15
	1194/1	0	04	62
	1194/2	0	03	93
	1193	0	07	13
	8	0	04	30
	8	0	01	00
	7	0	24	00
	1031/1	0	00	81
	1067	0	02	02
मुरिनगुर थकूमारी	362/5	0	03	82
मुरिनगुर याडाकूमरी	282	0	12	95
किजाके चालाकुडी	355/2	0	44	18
	354/2	0	11	21
	356	0	17	00
	353/2	0	04	00
	348/2	0	08	20
	345	0	18	89
	338/2	0	14	89
	338/4	0	00	94
	338/4	0	16	31
	335/1	0	10	89

	1	2	3	4
<hr/>				
किजाके चालाकुडी	333	0	00	70
	332	0	08	13
	331	0	10	29
	318	0	09	71
	322	0	12	65
	324	0	17	35
	311/2	0	09	44
	311/1	0	01	28
	310/1	0	04	47
	308	0	02	18
	309/3	0	02	69
	309/5	0	03	77
	309/4	0	00	73
	258	0	00	30
पाहि त्जारे चालाकुडी	284	0	02	00
	272	0	07	20
	282	0	26	00
	280	0	12	80
	255	0	01	64
	254	0	12	04
	256	0	08	82
	247	0	08	28
	218	0	01	85
	219	0	05	18
	217	0	18	90
	218/2	0	21	08
	218/6	0	03	60
	215	0	11	95
	211/2	0	16	50
	210	0	06	18
	208/3	0	13	50
	216	0	00	88
	211/2	0	19	89
	48	0	01	17
	808	0	01	71
	49	0	01	25
	45	0	10	44
	44	0	04	09
	43/1	0	17	71
	248	0	10	10
	209/6	0	01	00
पेराम्बरा	436/4	0	07	43
	436/1	0	11	68
	435/5	0	01	45
	435/4	0	01	60
	435/1	0	07	65

	1	2	3	4
<hr/>				
पेराम्बरा	435/2	0	00	51
	434/1	0	10	54
	431/3	0	21	24
	429/2	0	09	93
	429/1	0	02	72
	427	0	01	39
	426	0	06	36
	425	0	09	50
	423/6	0	01	27
	423/5	0	01	88
	423/4	0	03	74
	423/3	0	05	87
	422/3	0	12	51
	430	0	01	00
नेलाई	352/5	0	00	60
	352/1	0	03	00
	357/1	0	03	00
	357/2	0	08	10
	357/5	0	00	12
	319/1	0	00	79
	320/1	0	02	02
पारापुकारा	43/2	0	04	00
	42	0	03	80
	36	0	00	50
	52/1	0	00	40
	48	0	00	40
तौरावा	238/2	0	15	30
	238/1	0	00	80
	237	0	00	50
	238	0	00	50
	239	0	05	40
	241	0	07	20
	242	0	13	00
	243	0	04	30
	258	0	11	70
	256	0	07	20
	255	0	07	80
	254/2	0	04	90
	254/1	0	02	00
	253/1	0	08	00
	253/2	0	01	20
	252	0	08	70
	316/3	0	02	25
	320/4	0	02	40
	318	0	04	50

	1	2	3	4
सौरावा	319	0	02	50
	334	0	14	40
	333	0	05	60
	359	0	16	20
	380	0	00	81
	383	0	07	20
	382/1	0	15	30
	409	0	09	50
	406	0	15	30
	405	0	15	30
	403	0	03	60
	400/1	0	07	20
	399/1	0	13	15
	397	0	06	00
	396	0	00	10
	429	0	06	80
	430	0	37	80
	240	0	02	02
	402	0	00	40
नैनमालीकारा	443	0	20	35
	445/1	0	00	60
	445/2	0	10	10
	464	0	16	20
	465	0	23	90
	467	0	00	50
	440	0	09	00
	466	0	00	90
	468	0	14	40
	471	0	02	40
	472	0	01	50
	475	0	04	80
	474	0	09	80
	476	0	01	60
	478	0	00	40
	479/1	0	10	20
	479/2	0	00	40
	479/3	0	10	10
	508	0	04	50
	506	0	24	00
	842	0	14	40
	843/1	0	18	80
	844	0	02	00
	860	0	11	50
	859	0	07	20
	857	0	01	25
	856	0	19	75
	943/1	0	04	00

	1	2	3	4
नैनमानीकारा	043/2	0	04	50
	041	0	11	00
	044	0	02	80
	045	0	07	00
	052	0	00	40
	041	0	00	40
	510	0	00	40
	053	0	17	30
	1070/1	0	07	00
	1070/2	0	08	00
	1070/4	0	00	85
	1070/5	0	08	00
	1071	0	08	50
	1078	0	02	25
	1079	0	18	20
	1052	0	13	50
	1051	0	14	40
	1049	0	08	50
	1050	0	01	00
	1047	0	05	70
	1021	0	04	50
	1020	0	02	70
	1022	0	18	20

[सं.-आर-31015/13/98—ओ. आर.-11]

जे. के. मयाल, अवर सचिव

Ministry of Petroleum and Natural Gas

New Delhi, 20th January, 1999

S.O. 217.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Motor Spirit, Superior Kerosene Oil and High Speed Diesel from Irumpanam Installation of Bharat Petroleum Corporation Limited, Irumpanam, Cochin to Karur in the state of Tamil Nadu a pipeline should be laid by Petronet C.C.K. Limited.

And, whereas, for the purpose a laying such pipeline it is necessary to acquire the right of user in the lands described in the schedule annexed to this Notification.

Now, therefore, in the exercise of powers conferred by sub section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein ;

Any person interested in land described in the said schedule may within twenty one days from the date on which the copies of the Notification as published in the Gazette of India are made available to the general public, object in writing to the acquisition of the right of user therein for laying the pipeline under the land to Shri A. T. James, competent authority, Cochin - Coimbatore - Karur Pipeline Project, Golden Plaza Annex, Chittor Road, Cochin - 18, Kerala State Pin - 682 018.

SCHEDULE**STATE : KERALA****DISTRICT : THRISSUR****TALUK : MUKUNDAPURAM**

VILLAGE	SURVEY NUMBERS	AREA (APPROX.)		
		HECTARES	ARES	SQ. MTRS
KALLUR THEKKUMURI	819	0	00	80
	818	0	00	50
	817	0	12	97
	816 2	0	01	73
	815/2	0	28	88
	808	0	19	94
	811/3	0	05	03
	811/5	0	02	34
	811/2	0	04	92
	811/4	0	00	30
	811/1	0	03	58
	798/3	0	08	89
	798/1	0	04	97
	798	0	08	20
	795/1	0	14	17
	747/1	0	01	20
	746	0	06	21
	745/3	0	23	02
	743/3	0	05	42
	743/2	0	03	33
	742	0	11	90
	741	0	00	13
	738	0	18	99
	724/1	0	13	81
	724/3	0	16	50
	725	0	16	01
	708	0	05	13
	704	0	17	90
	689/1	0	02	92
	688	0	08	24
	685/1	0	03	75
	684	0	07	93
	683/2	0	02	55
	683/1	0	05	47
	651/1	0	01	69
	652/2	0	01	83
	649/6	0	04	44
	649/4	0	03	64
	648	0	03	57
	647	0	10	75

VILLAGE	SURVEY NUMBERS	AREA (APPROX.)		
		HECTARES	ARES	SQ.MTRS
KALLUR THEKKUMURI	630	0	21	68
	646	0	00	53
	645	0	00	87
	631	0	11	40
	643	0	11	96
	635	0	14	17
	400	0	17	51
	399	0	12	87
	421/3	0	02	36
	421/2	0	02	36
	422	0	18	03
	433	0	15	24
	392/5	0	01	53
	392/4,6	0	10	35
	392/3	0	04	01
	392/7	0	01	77
	392/1	0	02	83
	393/4	0	09	35
	395/4	0	06	85
	395/3	0	05	82
	395/2	0	02	02
	396	0	00	60
	378	0	08	45
	440/4	0	06	64
	440/1	0	46	60
	438	0	00	77
	344/2	0	09	77
	344/3	0	06	59
	363	0	80	75
	432	0	02	02
KALLUR VADAKKUMURI	2198	0	05	00
	95	0	11	20
	96	0	01	00
	94	0	04	50
	93	0	11	70
	92	0	02	00
	64	0	02	56
	65	0	12	60
	56	0	11	60
	55	0	01	20
	10	0	06	00
	8	0	02	00
	92/2	0	05	02
	58	0	20	63
	95/2	0	05	07
	86/2	0	08	46

VILLAGE	SURVEY NUMBERS	AREA (APPROX.)		
		HECTARES	ARES	SQ.MTRS
KALLUR VADAKKUMURI	88/1	0	07	98
	83	0	00	81
	84	0	02	52
	118	0	08	40
	118	0	08	00
	117	0	05	00
	111	0	08	00
	120	0	11	84
	121	0	08	40
	122/5	0	05	19
	122/11	0	07	17
	122/3	0	05	11
	123/1	0	07	95
	915	0	04	73
	920	0	00	54
	918	0	10	05
	918/2	0	18	88
	944/1	0	05	12
	917/1	0	08	94
	874	0	18	63
	878	0	12	54
	878	0	05	42
	868	0	05	94
	868	0	08	24
	867	0	15	87
	866	0	07	11
	865	0	18	78
	863	0	01	21
	864	0	08	41
	1009/1	0	04	74
	1009/4	0	13	38
	1008/1	0	04	21
	1008/2	0	03	97
	1008/3	0	05	31
	1040/1	0	10	00
	1041	0	01	13
	1039/1	0	14	84
	1044	0	00	53
	1039/2	0	14	24
	1038/1	0	03	30
	1038/2	0	00	86
	1010/2	0	38	19
	1034	0	08	58
	1033	0	19	49
	1032/2	0	03	73
	1038/2	0	02	16
	1061	0	09	69
	1030/1	0	03	85

VILLAGE	SURVEY NUMBERS	AREA (APPROX.)		
		HECTARES	ARES	SQ.MTRS
KALLUR VADAKKUMURI	1030/2	0	01	57
	1061	0	01	10
	1063/1	0	05	34
	1063/2	0	00	55
	1064/3	0	02	87
	1064/5	0	00	87
	1066/1	0	05	38
	1067	0	00	18
	1066/3	0	05	02
	1066/2	0	07	10
	1068/3	0	24	16
	1072	0	00	54
	1087/2	0	22	92
	1089/2	0	54	72
	1097	0	01	47
	1098	0	10	89
	1211/2	0	24	85
	1213/2	0	18	83
	1229	0	17	73
	1218/1	0	02	89
	1222/2	0	21	77
	1221	0	10	50
	1195	0	16	15
	1194/1	0	04	62
	1194/2	0	03	93
	1193	0	07	13
	8	0	04	30
	9	0	01	00
	7	0	24	00
	1031/1	0	00	81
	1067	0	02	02
MURINGUR THEKKUMMARI	362/5	0	03	82
MURINGUR VADAKKUMURI	262	0	12	95
KIZHAKKE CHALAKUDY	355/2	0	44	18
	354/2	0	11	21
	356	0	17	00
	353/2	0	04	00
	346/2	0	08	20
	345	0	16	89
	338/2	0	14	89
	338/4	0	00	94
	336/4	0	18	31
	335/1	0	10	38

VILLAGE	SURVEY NUMBERS	AREA (APPROX.)		
		HECTARES	ARES	SQ. MTRS
KIZHAKKE CHALAKUDY	333	0	00	78
	332	0	08	13
	331	0	10	29
	318	0	09	71
	322	0	12	66
	324	0	17	35
	311/2	0	08	44
	311/1	0	01	28
	310/1	0	04	47
	308	0	02	18
	309/3	0	02	69
	309/5	0	03	77
	309/4	0	00	73
	258	0	00	36
	284	0	02	00
	272	0	07	20
PADINJARE CHALAKUDY	282	0	26	00
	280	0	12	80
	255	0	01	64
	254	0	12	04
	256	0	08	82
	247	0	08	28
	218	0	01	85
	219	0	05	18
	217	0	18	90
	216/2	0	21	08
	216/6	0	03	60
	215	0	11	95
	211/2	0	16	50
	210	0	08	18
	209/3	0	13	50
	216	0	00	88
	211/2	0	19	89
	48	0	01	17
	808	0	01	71
	49	0	01	25
	45	0	10	44
	44	0	04	09
	43/1	0	17	71
	248	0	10	10
	209/6	0	01	00
PERAMBRA	438/4	0	07	43
	438/1	0	11	68
	435/5	0	01	45
	435/4	0	01	60
	435/1	0	07	65

VILLAGE	SURVEY NUMBERS	AREA (APPROX.)		
		HECTARES	ARES	SQ. MTRS
PERAMBRA	435/2	0	00	51
	434/1	0	10	54
	431/3	0	21	24
	429/2	0	09	93
	429/1	0	02	72
	427	0	01	39
	428	0	08	36
	425	0	09	50
	423/6	0	01	27
	423/5	0	01	88
	423/4	0	03	74
	423/3	0	05	87
	422/3	0	12	51
	430	0	01	00
NELLAYI	352/5	0	00	80
	352/1	0	03	00
	357/1	0	03	00
	357/2	0	08	10
	357/5	0	00	12
	319/1	0	00	79
	320/1	0	02	02
PARAPPUKARA	43/2	0	04	00
	42	0	03	80
	38	0	00	50
	52/1	0	00	40
	48	0	00	40
TORAVA	236/2	0	15	30
	238/1	0	00	80
	237	0	00	50
	238	0	00	50
	239	0	05	40
	241	0	07	20
	242	0	13	00
	243	0	04	30
	258	0	11	70
	256	0	07	20
	255	0	07	80
	254/2	0	04	90
	254/1	0	02	00
	253/1	0	08	00
	253/2	0	01	20
	252	0	08	70
	318/3	0	02	25
	320/4	0	02	40
	318	0	04	50

VILLAGE	SURVEY NUMBERS	AREA (APPROX.)		
		HECTARES	ARES	SQ.MTRS
TORAVA	319	0	02	50
	334	0	14	40
	333	0	05	80
	359	0	18	20
	380	0	00	81
	383	0	07	20
	382/1	0	15	30
	408	0	09	50
	406	0	15	30
	405	0	15	30
	403	0	03	60
	400/1	0	07	20
	399/1	0	13	15
	397	0	08	00
	396	0	00	10
	429	0	08	80
	430	0	37	80
	240	0	02	02
	402	0	00	40
NENMANIKKARA	443	0	20	35
	445/1	0	00	80
	445/2	0	10	10
	464	0	18	20
	465	0	23	90
	467	0	00	50
	440	0	09	00
	466	0	00	90
	468	0	14	40
	471	0	02	40
	472	0	01	50
	475	0	04	80
	474	0	09	80
	476	0	01	60
	478	0	00	40
	479/1	0	10	20
	479/2	0	00	40
	479/3	0	10	10
	508	0	04	50
	506	0	24	00
	842	0	14	40
	843/1	0	18	80
	844	0	02	00
	860	0	11	50
	859	0	07	20
	857	0	01	25
	856	0	19	75
	943/1	0	04	00

VILLAGE	SURVEY NUMBERS	HECTARES	AREA (APPROX.) ARES	SQ. MTRS.
NENMANIKKARA	943/2	0	04	50
	944	0	11	00
	945	0	02	80
	952	0	07	00
	841	0	00	40
	510	0	00	40
	953	0	17	30
	1070/1	0	07	00
	1070/2	0	09	00
	1070/4	0	00	85
	1070/5	0	08	00
	1071	0	09	50
	1078	0	02	25
	1079	0	16	20
	1052	0	13	50
	1051	0	14	40
	1049	0	06	50
	1050	0	01	00
	1047	0	05	70
	1021	0	04	50
	1020	0	02	70
	1022	0	16	20

[No. R.—31015/13/98-O.R.—II]
J. K. MAYALL, Under Secy.

नई दिल्ली, 20 जनवरी, 1999

का. आ. 218.— केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि मोटर रप्रीट, उच्चकोटि केरोसिन तेल और उच्चवर्ग डीजल के भारत पेट्रोलियम कारपोरेशन लिमिटेड इरमपानम् कोचीन, संस्थापन से तमिलनाडु राज्य के करूर में परिवहन के लिए पेट्रोनेट सी.सी.के. लिमिटेड द्वारा पाइपलाइन बिछायी जानी चाहिए ।

और ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 की 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उसमें उपयोग का अधिकार अर्जित करने के अपने आशय की घोषणा करती है।

अतः उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां जनता को उपलब्ध करा दिए जाने की तारीख से इक्कीस दिन के भीतर इनमें उपयोग के अधिकार का अर्जन या सक्षम प्राधिकारी के अधीन भूमि पाइपलाइन बिछाने के संबंध में आक्षेप, लिखित रूप में श्री ए. टी. जेम्स, सक्षम प्राधिकारी कोचीन, कोयम्बटूर, करूर पाइपलाइन परियोजना गोल्डन प्लाजा, एनेक्स, चित्तूर रोड, कोचीन, 18, केरल राज्य, पिन-682 018 को कर सकेगा।

अनुसूची

राज्य - केरल

जिला - अर्नाकुलम

तहसील - कल्याणपुर

गाँव	सर्वेक्षण सं०	क्षेत्र I		वर्ग मीटर
		हेक्टेयर	आरे	
काकानाड	543	0	22	40
(खण्ड सं० 9)	544	0	30	10
	401	0	07	20
	480	0	04	80
	459	0	07	80
	245	0	19	32
	360	0	27	16
	361	0	01	80
वजाकाला				
(खण्ड सं० 8)	415	0	09	00
थरीकाकारा	321	0	48	56
उत्तरी	194/2	0	01	06
(खण्ड सं० 6)	194/1	0	17	28
	194/9	0	00	34
	194/11	0	06	38
	193/14	0	01	00
	195/1	0	11	99
	198/1	0	03	93
	193/12	0	03	12
	193/11	0	04	16
	192/1	0	03	05
	192/3	0	08	44
	192/9	0	00	98
	192/5	0	00	49
	192/4	0	03	73
	183	0	00	18
	191/5	0	09	24
	191/2	0	08	54
	191/3	0	03	59
	190/3	0	00	67
	190/4	0	08	56
	190/6	0	03	88
	190/7	0	01	50
	190/1	0	05	89
	189/5	0	03	67
	189/4	0	06	70
	189/3	0	03	72
	189/2	0	04	43
	189/16	0	05	20
	189/1	0	06	54
	189/12	0	00	06
	189/9	0	01	55

	1	2	3	4
शरीकाकारा	189/8	0	00	77
उत्तरी	188/11	0	03	82
(खण्ड सं0 6)	188/9	0	01	86
	188/10	0	00	74
	188/8	0	00	20
	188/5	0	02	36
	188/6	0	00	40
	188/4	0	01	38
	188/3	0	01	05
	188/2	0	00	36
	186/2	0	03	27
	188/1	0	18	10
	194/4	0	02	25
	194/5	0	01	15
	198/2	0	02	25
	195/4	0	01	25
	173/9	0	00	43
	82	0	39	13
	83	0	00	80
	85/6	0	00	81
	152/4	0	00	15
	152/10	0	00	81
	155/1	0	03	36
	154/5	0	01	22
	154/4	0	04	26
	153/4	0	19	71
	153/3	0	03	01
	153/2	0	01	21
	152/7	0	00	36
	153/1	0	02	08
	152/2	0	02	83
	152/8	0	08	00
	152/5	0	01	21
	152/3	0	05	75
	151/10	0	06	06
	91	0	13	34
	75	0	18	34
	28/2	0	10	18
	27	0	07	92
	85/4	0	02	06
	28/1	0	00	06
	26	0	00	71
तालुका - अलुवा				
अलुवा पश्चिमी	5/10	0	00	82
(खण्ड सं0 34)	5/12	0	02	87
	5/13, 14	0	00	21
	6/1	0	00	28
	6/4, 13, 14	0	05	83
	6/5, 6, 7, 12	0	00	18
	6/18	0	09	88

	1	2	3	4
अलुवा पश्चिमी (खण्ड सं० 34)	7/1	0	03	35
	17/1	0	07	87
	17/9	0	06	00
	18	0	05	94
	20	0	09	80
	21/1,2,6,7,8	0	04	45
	21/9,16	0	01	89
	21/19	0	19	88
	22/2	0	05	95
	22/3	0	08	31
	22/7	0	08	22
	39/12	0	00	79
	5/15	0	01	15
	5/9	0	01	25
अलुवा पश्चिमी (खण्ड सं० 37)	197	0	36	41
	199	0	16	59
	53	0	02	00
	207	0	38	87
	210	0	03	39
	208/1	0	03	85
	208/3	0	01	25
	208/9	0	10	15
	208/12	0	03	25
	208/6	0	02	25
	209/11	0	04	20
पाराकाडीवु (खण्ड सं० 5)	82/9	0	03	54
	83/4	0	04	75
	83/3	0	05	29
	83/2	0	04	73
	83/1	0	09	48
	83/11	0	00	17
	78/7	0	00	95
	79/13	0	01	20
	79/15	0	01	47
	79/16	0	01	73
	79/14	0	02	00
	79/17	0	03	29
	79/8	0	07	14
	79/7	0	00	11
	79/19	0	01	00
	79/20	0	03	09
	78/8	0	00	28
	78/9	0	11	05
	78/6	0	05	88
	78/11	0	01	35
	78/15	0	03	77
	78/14	0	00	08
	78/1	0	13	00
	78/2	0	03	32
	75/6	0	02	21

	1	2	3	4
पाराकाडाव (खण्ड सौ 5)	75/5	0	04	81
	75/4	0	00	74
	75/3	0	14	10
	75/2	0	02	62
	75/1	0	08	77
	82/8	0	01	10
	111/2	0	01	10
	111/1	0	02	53
	111/6	0	04	58
	111/7	0	05	70
	111/8	0	02	40
	112/5	0	02	64
	112/6	0	12	05
	112/7	0	02	50
	112/8	0	04	73
	112/13	0	02	66
	113/9	0	01	40
	113/10	0	18	46
	113/1	0	00	68
	115/10	0	00	85
	115/11	0	01	00
	115/12	0	01	20
	117/6	0	20	41
	117/3	0	06	43
	117/1	0	12	91
	117/2	0	00	73
	119/1	0	05	28
	119/2	0	00	65
	122	0	07	00
	116/8	0	00	62
	22/12	0	15	10
	22/6	0	00	52
	161/8	0	01	80
	161/10	0	03	78
	161/4	0	02	32
	161/3	0	02	82
	161/2	0	07	28
	161/6	0	01	01
पाराकाडाव (खण्ड सौ 6)	503/1	0	08	46
	503/2	0	02	70
	503/3	0	04	14
	503/4	0	06	12
	503/5	0	01	98
	503/6	0	05	40
	503/8	0	04	86
	502/1	0	10	62
	501	0	05	49
	500	0	02	56
	499/1	0	02	54
	499/2	0	17	64
	498/2	0	06	30
	498/4	0	05	22

	1	2	3	4
पाराकाडाव (खण्ड सं 6)	498/8	0	13	98
	492/4	0	02	04
	492/5	0	05	31
	492/6	0	08	73
	492/8	0	03	78
	492/7	0	03	69
	492/3	0	02	70
	491/7	0	02	39
	491/8	0	05	91
	491/12	0	01	17
	482/1	0	07	65
	482/4	0	12	80
	482/6	0	03	28
	482/8	0	09	36
	482/2	0	00	05
	481/2	0	01	85
	481/4	0	02	88
	249/22	0	01	10
	250/8	0	01	15
	315/10	0	00	25
	342/4	0	00	25
	343/2	0	00	25
	346/11	0	05	15
	358/8	0	02	25
	427/3	0	00	25
	427/11	0	00	25
	457/5	0	00	81
	458	0	04	25
	459/6	0	01	00
	480	0	02	25
	482/9	0	01	15
	491/6	0	03	15
	498/3	0	02	00
	503/7	0	04	00
	481/5	0	05	06
	481/6	0	01	17
	481/9	0	00	06
	459/4	0	07	58
	459/5	0	05	04
	459/9	0	05	84
	459/7	0	06	78
	459/8	0	03	30
	459/15	0	01	53
	457/3	0	02	40
	457/4	0	06	12
	458/2	0	06	84
	458/13	0	05	49
	458/15	0	07	78
	458/16	0	01	44
	425/1	0	03	42
	427/6	0	03	40
	427/5	0	06	54

	1	2	3	4
भाराकादाय (खण्ड में 6)	427/12	0	04	50
	427/10	0	07	11
	427/4	0	01	78
	427/1	0	04	23
	427/2	0	01	18
	428/5	0	08	21
	428/4	0	03	28
	428/3	0	03	42
	429/2	0	14	70
	429/1	0	00	80
	429/3	0	01	20
	422/2	0	09	80
	358/15	0	09	98
	348/17	0	01	62
	348/18	0	08	86
	348/15	0	02	22
	348/13	0	21	80
	348/10	0	02	16
	348/3	0	05	40
	348/28	0	08	12
	348/8	0	04	32
	342/8	0	07	00
	342/7	0	01	80
	342/3	0	08	00
	342/2	0	02	77
	343/4	0	02	25
	343/5	0	01	28
	348/11	0	02	18
	343/1	0	00	80
	358/12	0	02	00
	358/18	0	00	80
	358/8	0	05	00
	357/37	0	01	00
	357/38	0	00	30
	338/7	0	03	90
	338/5	0	05	77
	338/8	0	04	83
	338/3	0	08	34
	338/14	0	02	40
	338/13	0	03	40
	338/12	0	03	30
	338/7	0	05	45
	338/8	0	01	00
	315/12	0	02	83
	315/11	0	01	04
	315/1	0	04	38
	308/1	0	00	80
	308/2	0	00	90
	308/3	0	00	85
	248/2	0	02	21
	248/1	0	08	73
	248/3	0	01	90

	1	2	3	4
<hr/>				
पाराकाडावु (खण्ड सं० ८)	246/4	0	01	90
	246/8	0	01	28
	247/1	0	18	87
	244/10	0	00	28
	249/15	0	15	16
	249/13	0	04	32
	248/1	0	08	98
	249/21	0	00	79
	250/5	0	02	77
	250/4	0	03	54
	250/3	0	03	59
	250/2	0	05	25
	250/1	0	05	09
	250/8	0	00	22
	430/9	0	08	80
	422/1	0	02	30
	302/1	0	08	00
	358/1	0	02	50
	358/7	0	07	00
	430/23	0	00	81
तालुका - पारावुर				
काटुंगालुर	1/1	0	04	40
	1/2	0	03	80
	1/3	0	04	40
	1/4	0	00	20
	2/1	0	12	80
	3/1	0	15	00
	3/2	0	04	50
	3/3	0	00	15
	3/5	0	00	85
	3/7	0	01	00
	3/8	0	00	65
	14/3	0	02	50
	14/4	0	02	50
	18/3	0	04	85
	18/7	0	01	00
	18/9	0	00	90
	4/8	0	00	85
	22/3	0	04	85
	22/7	0	04	05
	22/8	0	01	25
	22/9	0	02	25
	22/10	0	00	85
	44/10	0	08	09
	145/18	0	00	65
	158/13	0	00	85
	158/8	0	03	65
	158/9	0	02	00
	158/10	0	02	25
	158/1	0	02	00

	1	2	3	4
काङ्गुगोलु	3/4	0	12	60
	4/2	0	14	40
	22/4-11	0	87	00
	19	0	44	00
	18/8,4	0	32	00
	9/2	0	04	00
	14/2,5,6	0	24	00
	44/8,9	0	18	00
	144/23	0	16	82
	144/22	0	03	61
	144/19	0	05	09
	144/11	0	02	31
	144/10	0	02	16
	144/9	0	22	22
	147/17	0	00	81
	145/10	0	18	13
	145/15	0	05	03
	145/13	0	01	32
	145/14	0	02	48
	145/16	0	09	76
	153/10	0	15	33
	153/0	0	00	09
	153/8	0	12	94
	155/5	0	03	55
	155/8	0	01	37
	155/6	0	23	47
	153/2	0	02	03
	153/1	0	08	91
	158/14	0	17	57
	158/15	0	03	49
	172/2	0	05	21
	173/3	0	09	03
	172/15	0	00	81
	172/13	0	03	88
	172/12	0	05	29
	172/11	0	08	26
	172/16	0	11	08
	173/1	0	37	32
	173/2	0	07	29
	181/8	0	02	48
	182/5	0	02	11
	181/8	0	05	82
	181/11	0	00	10
	182/4	0	04	83
	182/1	0	04	43
	192/9	0	12	31
	192/8	0	18	35
	192/5	0	00	33
	192/7	0	01	00
	193/5	0	08	92
	193/8	0	07	99

	1	2	3	4
कांडुगलुर	193/7	0	02	87
	193/12	0	01	25
	193/13	0	01	00
	194/4	0	00	85
	193/9	0	05	70
	193/10	0	03	38
	193/15	0	00	30
	193/14	0	12	75
	194/1	0	11	22
	197/1	0	07	71
	199/11	0	12	80
	199/15	0	06	05
	199/10	0	07	43
	199/16	0	06	83
	199/8	0	00	44
	199/7	0	02	95
	199/6	0	03	45
	199/5	0	12	08
	222/8	0	13	45
	222/6	0	03	63
	222/9	0	05	39
	222/5	0	12	78
	221/1	0	23	84
	221/6	0	13	69
	221/7	0	01	20
	221/6	0	00	47
	221/10	0	18	02
	228/1	0	00	15
	228/2	0	02	30
	228/12	0	02	02
	228/13	0	04	47
	228/10	0	30	14
	228/8	0	00	79
	228/7	0	00	87
	228/7	0	00	42
	228/9	0	15	60
	228/9	0	00	30
	235/4	0	23	17
	235/5	0	01	10
	235/3	0	14	80
	235/9	0	02	15
	235/10	0	01	25
	235/11	0	02	25
	235/12	0	10	44
	239/12	0	01	80
	239/11	0	18	71
	239/10	0	03	38
	239/9	0	15	28
	239/7	0	07	03
	239/2	0	01	89
	239/1	0	04	34

	1	2	3	4
काङ्गालुर	254/8	0	17	58
	255/1	0	29	75
	256/5	0	33	40
	257/1	0	15	38
	257/3	0	04	15
	257/2	0	06	57
	262/2	0	05	59
कास्मालुर	53/2	0	02	42
	93/1	0	45	90
	53/3	0	03	17
	54/1	0	03	50
	56/3	0	10	43
	92/1	0	08	40
	89/1	0	12	52
	58/4	0	18	08
	57/2	0	03	10
	57/1	0	01	91
	57/4	0	09	57
	57/5	0	09	97
	58/1	0	09	30
	59/7	0	15	04
	59/9	0	02	86
	86/3	0	00	58
	80/1	0	13	21
	80/2	0	22	54
	90/4	0	14	73
	80/6	0	00	93
	80/5	0	05	54
	62/7	0	17	38
	62/6	0	00	95
	62/5	0	18	46
	63/11	0	11	05
	64/3	0	02	51
	63/10	0	12	32
	64/4	0	05	10
	64/5	0	13	23
	66/1	0	35	42
	66/6	0	07	80
	67/1	0	03	15
	67/2	0	01	25
	67/10	0	01	00
	67/13	0	02	84
	67/12	0	10	09
	67/11	0	05	51
	68/1	0	24	01
	68/2	0	00	15
	68/3	0	00	15
	70/1	0	18	52
	69/2	0	18	19
	69/4	0	00	15

	1	2	3	4
<hr/>				
कासमालुर	69/14	0	08	44
	70/2	0	00	25
	71/8	0	00	35
	71/9	0	18	59
	69/12	0	05	51
	71/8	0	01	09
	71/10	0	03	43
	72/4	0	03	88
	72/3	0	09	47
	73/3	0	01	50
	73/4	0	08	28
	73/8	0	02	88
	73/9	0	01	25
कुनुकारा	668/8	0	58	38
	668/1	0	04	11
	669/3	0	17	33
	669/2	0	35	43
	671/1	0	12	03
	672/2	0	09	80
	671/5	0	25	80
	671/8	0	14	55
	680/4	0	04	35
	680/5	0	33	33
	682/1	0	20	33

[सं.-आर-31015/11/98—ओ. आर.-II]

जे. के. मयाल, अवर सचिव

New Delhi, 20th January, 1999

S.O. 218.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Motor Spirit, Superior Kerosene Oil and High Speed Diesel from Irumpanam Installation of Bharat Petroleum Corporation Limited, Irumpanam, Cochin to Karur in the state of Tamil Nadu a pipeline should be laid by Petronet C.C.K. Limited.

And, whereas, for the purpose a laying such pipeline it is necessary to acquire the right of user in the lands described in the schedule annexed to this Notification.

Now, therefore, in the exercise of powers conferred by sub section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein ;

Any person interested in land described in the said schedule may within twenty one days from the date on which the copies of the Notification as published in the Gazette of India are made available to the general public, object in writing to the acquisition of the right of user therein for laying the pipeline under the land to Shri A. T. James, competent authority, Cochin - Coimbatore - Karur Pipeline Project, Golden Plaza Annex, Chittor Road, Cochin - 18, Kerala State Pin - 682 018.

SCHEDULE**STATE : KERALA****DISTRICT : ERNAKULAM****TALUK : KANAYANNUR**

VILLAGE	SURVEY NUMBERS	AREA		
		HECTARES	ARES	SQ.MTRS
KAKKANAD (BLOCK NO 9)	543	0	22	40
	544	0	30	10
	461	0	07	20
	460	0	04	80
	458	0	07	60
	245	0	19	32
	360	0	27	16
	361	0	01	80
VAZHAKKALA (BLOCK NO 8)	415	0	08	00
THRIKKAKARA NORTH (BLOCK NO 6)	321	0	48	56
	194/2	0	01	96
	194/1	0	17	28
	194/9	0	00	34
	194/11	0	08	38
	193/14	0	01	00
	195/1	0	11	99
	198/1	0	03	93
	193/12	0	03	12
	193/11	0	04	16
	192/1	0	03	05
	192/3	0	08	44
	192/9	0	00	08
	192/5	0	00	49
	192/4	0	03	73
	183	0	00	18
	191/5	0	09	24
	191/2	0	08	54
	191/3	0	03	59
	190/3	0	00	67
	190/4	0	08	56
	190/6	0	03	88
	190/7	0	01	50
	190/1	0	05	89
	189/5	0	03	67
	189/4	0	06	70
	189/3	0	03	72
	189/2	0	04	43
	189/16	0	05	20
	189/1	0	06	54
	189/12	0	00	06
	189/9	0	01	55

VILLAGE	SURVEY NUMBERS	AREA		
		HECTARES	ARES	SQ.MTRS
THRIKKAKARA NORTH (BLOCK NO 6)	189/8	0	00	77
	188/11	0	03	82
	188/9	0	01	86
	188/10	0	00	74
	188/8	0	00	20
	188/5	0	02	36
	188/6	0	00	40
	188/4	0	01	38
	188/3	0	01	05
	188/2	0	00	36
	186/2	0	03	27
	188/1	0	18	19
	194/4	0	02	25
	194/5	0	01	15
	198/2	0	02	25
	195/4	0	01	25
	173/9	0	00	43
	82	0	39	13
	83	0	00	80
	85/6	0	00	31
	152/4	0	00	15
	152/10	0	00	81
	155/1	0	03	39
	154/5	0	01	22
	154/4	0	04	26
	153/4	0	19	71
	153/3	0	03	01
	153/2	0	01	21
	152/7	0	00	36
	153/1	0	02	08
	152/2	0	02	83
	152/6	0	08	00
	152/5	0	01	21
	152/3	0	05	75
	151/10	0	05	06
	91	0	13	34
	75	0	18	34
	28/2	0	10	18
	27	0	07	92
	85/4	0	02	06
	28/1	0	00	06
	26	0	00	71

TALUK : ALUVA

ALUVA WEST (BLOCK NO 34)	5/10	0	00	82
	5/12	0	02	67
	5/13,14	0	00	21
	6/1	0	06	28
	6/4,13,14	0	05	83
	6/5,6,7,12	0	00	18
	6/18	0	09	88

VILLAGE	SURVEY NUMBERS	AREA (APPROX.)		
		HECTARES	ARES	SQ. MTRS
ALUVA WEST (BLOCK NO 34)	7/1	0	03	35
	17/1	0	07	87
	17/9	0	06	00
	18	0	05	94
	20	0	09	80
	21/1,2,6,7,8	0	04	45
	21/9,18	0	01	89
	21/19	0	19	89
	22/2	0	05	95
	22/3	0	08	31
	22/7	0	08	22
	39/12	0	00	79
	5/15	0	01	15
	5/9	0	01	25
ALUVA WEST (BLOCK NO 37)	197	0	36	41
	199	0	18	59
	53	0	02	00
	207	0	38	87
	210	0	03	39
	208/1	0	03	85
	208/3	0	01	25
	208/9	0	10	16
	208/12	0	03	25
	209/6	0	02	25
	209/11	0	04	20
PARAKADAVU (BLOCK NO 5)	82/9	0	03	54
	83/4	0	04	75
	83/3	0	05	29
	83/2	0	04	73
	83/1	0	09	48
	83/11	0	00	17
	78/7	0	00	95
	79/13	0	01	20
	79/15	0	01	47
	79/16	0	01	73
	79/14	0	02	00
	79/17	0	03	29
	79/8	0	07	14
	79/7	0	00	11
	79/19	0	01	00
	79/20	0	03	09
	78/8	0	00	26
	78/9	0	11	05
	78/6	0	05	86
	78/11	0	01	35
	78/15	0	03	77
	78/14	0	00	08
	78/1	0	13	00
	78/2	0	03	32
	75/6	0	02	21

VILLAGE	SURVEY NUMBERS	AREA (APPROX.)		
		HECTARES	ARES	SQ.MTRS
PARAKADAVU (BLOCK NO 5)	75/5	0	04	81
	75/4	0	00	74
	75/3	0	14	10
	75/2	0	02	82
	75/1	0	08	77
	82/8	0	01	10
	111/2	0	01	10
	111/1	0	02	53
	111/6	0	04	58
	111/7	0	05	70
	111/8	0	02	40
	112/5	0	02	84
	112/6	0	12	05
	112/7	0	02	50
	112/8	0	04	73
	112/13	0	02	88
	113/9	0	01	40
	113/10	0	18	49
	113/1	0	00	88
	115/10	0	00	85
	115/11	0	01	00
	115/12	0	01	20
	117/8	0	20	41
	117/3	0	08	43
	117/1	0	12	81
	117/2	0	00	73
	119/1	0	05	28
	119/2	0	00	85
	122	0	07	00
	118/8	0	00	82
	22/12	0	15	10
	22/9	0	00	52
	181/8	0	01	80
	181/10	0	03	78
	181/4	0	02	32
	181/3	0	02	82
	181/2	0	07	28
	181/6	0	01	01
PARAKADAVU (BLOCK NO 6)	503/1	0	08	48
	503/2	0	02	70
	503/3	0	04	14
	503/4	0	08	12
	503/5	0	01	98
	503/8	0	05	40
	503/8	0	04	88
	502/1	0	10	82
	501	0	05	49
	500	0	02	58
	499/1	0	02	54
	499/2	0	17	84
	498/2	0	08	30
	498/4	0	05	22

VILLAGE	SURVEY NUMBERS	AREA (APPROX.)		
		HECTARES	ARES	SQ.MTRS
PARAKADAVU (BLOCK NO 6)	498/8	0	13	68
	492/4	0	02	04
	492/5	0	05	31
	492/6	0	08	73
	492/8	0	03	78
	492/7	0	03	69
	492/3	0	02	70
	491/7	0	02	39
	491/8	0	05	91
	491/12	0	01	17
	482/1	0	07	65
	482/4	0	12	60
	482/6	0	03	28
	482/8	0	09	36
	482/2	0	00	05
	481/2	0	01	65
	481/4	0	02	88
	249/22	0	01	10
	250/8	0	01	15
	315/10	0	00	25
	342/4	0	00	25
	343/2	0	00	25
	346/11	0	05	15
	358/8	0	02	25
	427/3	0	00	25
	427/11	0	00	25
	457/5	0	00	81
	458	0	04	25
	459/8	0	01	00
	480	0	02	25
	482/9	0	01	15
	491/6	0	03	15
	498/3	0	02	00
	503/7	0	04	00
	481/5	0	05	06
	481/6	0	01	17
	481/9	0	00	06
	459/4	0	07	56
	459/5	0	05	04
	459/9	0	05	84
	459/7	0	06	78
	459/8	0	03	30
	459/15	0	01	53
	457/3	0	02	40
	457/4	0	06	12
	458/2	0	06	84
	458/13	0	05	49
	458/15	0	07	76
	458/16	0	01	44
	425/1	0	03	42
	427/6	0	03	40
	427/5	0	06	54

VILLAGE	SURVEY NUMBERS	AREA (APPROX.)		
		HECTARES	ARES	SQ.MTRS
PARAKADAVU (BLOCK NO 6)	427/12	0	04	50
	427/10	0	07	11
	427/4	0	01	78
	427/1	0	04	23
	427/2	0	01	18
	428/5	0	08	21
	428/4	0	03	29
	428/3	0	03	42
	429/2	0	14	70
	429/1	0	00	80
	429/3	0	01	20
	422/2	0	09	80
	358/15	0	09	98
	348/17	0	01	62
	348/18	0	08	86
	348/15	0	02	22
	348/13	0	21	80
	348/10	0	02	18
	348/3	0	05	40
	348/28	0	08	12
	348/8	0	04	32
	342/8	0	07	00
	342/7	0	01	80
	342/3	0	09	00
	342/2	0	02	77
	343/4	0	02	25
	343/5	0	01	28
	348/11	0	02	18
	343/1	0	00	80
	358/12	0	02	00
	358/18	0	00	80
	358/8	0	05	00
	357/37	0	01	00
	357/38	0	00	30
	339/7	0	03	90
	339/5	0	05	77
	339/9	0	04	83
	339/3	0	08	34
	338/14	0	02	40
	338/13	0	03	40
	338/12	0	03	30
	338/7	0	05	45
	338/8	0	01	00
	315/12	0	02	83
	315/11	0	01	04
	315/1	0	04	38
	309/1	0	00	80
	309/2	0	00	90
	309/3	0	00	85
	248/2	0	02	21
	248/1	0	08	73
	248/3	0	01	90

VILLAGE	SURVEY NUMBERS	AREA (APPROX.)		
		HECTARES	ARES	SQ.MTRS
PARAKADAVU (BLOCK NO 6)	248/4	0	01	90
	248/6	0	01	26
	247/1	0	18	87
	244/10	0	00	26
	248/15	0	15	18
	248/13	0	04	32
	248/1	0	06	96
	249/21	0	00	79
	250/5	0	02	77
	250/4	0	03	54
	250/3	0	03	59
	250/2	0	05	25
	250/1	0	05	09
	250/8	0	00	22
	430/9	0	06	80
	422/1	0	02	30
	362/1	0	06	00
	359/1	0	02	50
	358/7	0	07	00
	430/23	0	00	81

TALUK : PARAVUR

KADUNGALLUR	1/1	0	04	40
	1/2	0	03	60
	1/3	0	04	40
	1/4	0	00	20
	2/1	0	12	60
	3/1	0	15	00
	3/2	0	04	50
	3/3	0	00	15
	3/5	0	00	85
	3/7	0	01	00
	3/8	0	00	65
	14/3	0	02	50
	14/4	0	02	50
	18/3	0	04	85
	18/7	0	01	00
	18/9	0	00	90
	4/8	0	00	85
	22/3	0	04	85
	22/7	0	04	05
	22/8	0	01	25
	22/9	0	02	25
	22/10	0	00	85
	44/10	0	08	09
	145/18	0	00	65
	158/13	0	00	85
	158/8	0	03	65
	158/9	0	02	00
	158/10	0	02	25
	158/1	0	02	00

VILLAGE	SURVEY NUMBERS	AREA (APPROX.)		
		HECTARES	ARES	SQ. MTRS
KADUNGALLUR	3/4	0	12	60
	4/2	0	14	40
	22/4-11	0	67	00
	19	0	44	00
	18/8,4	0	32	00
	9/2	0	04	00
	14/2,5,6	0	24	00
	44/8,9	0	19	00
	144/23	0	16	82
	144/22	0	03	61
	144/19	0	05	09
	144/11	0	02	31
	144/10	0	02	16
	144/9	0	22	22
	147/17	0	00	81
	145/10	0	16	13
	145/15	0	05	03
	145/13	0	01	32
	145/14	0	02	48
	145/16	0	09	76
	153/10	0	15	33
	153/9	0	00	09
	153/8	0	12	94
	155/5	0	03	55
	155/8	0	01	37
	155/6	0	23	47
	153/2	0	02	03
	153/1	0	06	91
	156/14	0	17	57
	156/15	0	03	49
	172/2	0	05	21
	173/3	0	09	03
	172/15	0	00	81
	172/13	0	03	88
	172/12	0	05	29
	172/11	0	06	26
	172/16	0	11	08
	173/1	0	37	32
	173/2	0	07	29
	181/6	0	02	48
	182/5	0	02	11
	181/8	0	05	62
	181/11	0	00	10
	182/4	0	04	83
	182/1	0	04	43
	192/9	0	12	31
	192/8	0	16	35
	192/5	0	00	33
	192/7	0	01	00
	193/5	0	06	92
	193/6	0	07	66

VILLAGE	SURVEY NUMBERS	AREA (APPROX.)		
		HECTARES	ARES	SQ. MTRS
KADUNGALLUR	193/7	0	02	97
	193/12	0	01	25
	193/13	0	01	00
	194/4	0	00	85
	193/9	0	05	70
	193/10	0	03	36
	193/15	0	00	30
	193/14	0	12	75
	194/1	0	11	22
	197/1	0	07	71
	199/11	0	12	60
	199/15	0	06	05
	199/10	0	07	43
	199/16	0	06	93
	199/8	0	00	44
	199/7	0	02	95
	199/6	0	03	45
	199/5	0	12	08
	222/8	0	13	45
	222/6	0	03	63
	222/9	0	05	39
	222/5	0	12	78
	221/1	0	23	84
	221/6	0	13	69
	221/7	0	01	20
	221/5	0	00	47
	221/10	0	18	02
	228/1	0	00	15
	228/2	0	02	30
	228/12	0	02	02
	228/13	0	04	47
	228/10	0	30	14
	229/8	0	00	79
	229/7	0	00	97
	228/7	0	00	42
	228/9	0	15	40
	228/9	0	00	30
	235/4	0	23	17
	235/5	0	01	10
	235/3	0	14	80
	235/9	0	02	15
	235/10	0	01	25
	235/11	0	02	25
	235/12	0	10	44
	239/12	0	01	80
	239/11	0	18	71
	239/10	0	03	36
	239/9	0	15	28
	239/7	0	07	03
	239/2	0	01	89
	239/1	0	04	34

VILLAGE	SURVEY NUMBERS	AREA (APPROX.)		
		HECTARES	ARES	SQ.MTRS
KADUNGALLUR	254/8	0	17	58
	255/1	0	29	75
	256/5	0	33	40
	257/1	0	15	38
	257/3	0	04	15
	257/2	0	06	57
	262/2	0	05	59
	53/2	0	02	42
KARUMALUR	93/1	0	45	90
	53/3	0	03	17
	64/1	0	03	50
	58/3	0	10	43
	92/1	0	08	40
	89/1	0	12	52
	58/4	0	18	08
	57/2	0	03	10
	57/1	0	01	91
	57/4	0	09	57
	57/5	0	09	97
	58/1	0	09	30
	59/7	0	15	04
	59/9	0	02	88
	88/3	0	00	58
	60/1	0	13	21
	60/2	0	22	54
	60/4	0	14	73
	60/6	0	00	93
	60/5	0	05	54
	62/7	0	17	38
	62/6	0	00	95
	62/5	0	18	48
	63/11	0	11	05
	64/3	0	02	51
	63/10	0	12	32
	64/4	0	05	10
	64/5	0	13	23
	66/1	0	35	42
	66/6	0	07	80
	67/1	0	03	15
	67/2	0	01	25
	67/10	0	01	00
	67/13	0	02	84
	67/12	0	10	09
	67/11	0	05	51
	68/1	0	24	01
	68/2	0	00	15
	68/3	0	00	15
	70/1	0	18	52
	69/2	0	18	19
	69/4	0	00	15

VILLAGE	SURVEY NUMBERS	AREA (APPROX.)		
		HECTARES	ARES	SQ. MTRS
KARUMALUR		0	08	44
	70/2	0	00	25
	71/6	0	00	35
	71/9	0	18	59
	69/12	0	05	51
	71/8	0	01	09
	71/10	0	03	43
	72/4	0	03	88
	72/3	0	09	47
	73/3	0	01	50
	73/4	0	08	26
	73/8	0	02	88
	73/9	0	01	25
KUNNUKARA	668/8	0	56	36
	669/1	0	04	11
	669/3	0	17	33
	669/2	0	35	43
	671/1	0	12	03
	672/2	0	09	80
	671/5	0	25	80
	671/6	0	14	55
	680/4	0	04	35
	680/5	0	33	33
	682/1	0	20	33

[No. R.—31015 11 98-O R —II]

J. K. MAYALL, Under Secy

नई दिल्ली, 20 जनवरी, 1999

का. आ. 219.— केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि मोटर स्प्रोय्, उच्चकोटि किरोसिन तेल और उच्चवर्ग डीजल के भारत पेट्रोलियम कारपोरेशन लिमिटेड, इरुमपावम् कोवीन, सस्थापन से तमिलनाडु राज्य के करूर में परिवहन के लिए पेट्रोलियम सी सी के लिमिटेड द्वारा पाइपलाइन बिछायी जानी चाहिए।

और ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए इस अधिसूचना से उपायक अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 की 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियाँ का प्रयोग करते हुए, उसमें उपयोग का अधिकार अर्जित करने के अपने आशय की घोषणा करती है।

अतः उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ जनता को उपलब्ध करा दिए जाने की तारीख से इक्कीस दिन के भीतर इनमें उपयोग के अधिकार का अर्जन या राक्षम प्राधिकारी के अधीन भूमि पाइपलाइन बिछाने के संबंध में आक्षेप, लिखित रूप में श्री ए. टी. जेम्स राक्षम प्राधिकारी कोवीन, कोयम्बटूर, करूर पाइपलाइन परियोजना गोल्डन प्नाजा, एनेक्स, चित्तूर रोड, कोवीन, 18, केरल राज्य, पिन-682 018 को कर सकेगा।

अनुसूची

राज्य - केरल

जिला - पालाकाड

तालुका - आलाथुर

क्षेत्र

गाँव	सर्वेक्षण संख्या	हेक्टेयर	आरे	वर्गमीटर
वाडाकेन्चरी-1 (खण्ड सं० - 44)	187	0	20	25
वाडाकेन्चरी-2 (खण्ड सं० - 45)	182/1	0	04	80
	182/4	0	00	80
	182/6	0	01	00
	182/10	0	00	80
	182/11	0	04	00
	182/13	0	06	20
	182/14	0	00	70
	182/16	0	18	80
	185/4	0	08	60
	185/5	0	08	20
	182	0	39	60
	185	0	24	30
वाडाकेन्चरी-2 (खण्ड सं० - 46)	112/1	0	02	40
	112/3	0	07	20
	113/2	0	03	40
	113/7	0	02	20
	113/6	0	03	20
	114/10	0	04	80
	114/8	0	01	60
	178/2	0	03	00
	178/4	0	08	80
	178/3	0	01	80
	248/7	0	04	00
	248/9	0	05	20
	248/2	0	10	00
	251/3	0	04	00
	251/5	0	01	00
	255/1	0	01	80
	255/2	0	01	50
	255/10	0	06	80
	271/7	0	03	90
	271/2	0	01	60
कानाम्बरा-11 (खण्ड सं० - 34)	812	0	05	00
	827	0	30	60
	826	0	05	40
	828	0	18	50
	829	0	27	00

	1	2	3	4
कावासेरी-1 (खण्ड सं0-30)	705/2	0	05	85
आलाधूर (खण्ड सं0-27)	25/9	0	03	80
	28/5	0	04	15
	28/8	0	00	90
	28/9	0	02	93
	28/10	0	05	08
	27/1	0	09	33
	448/1	0	10	21
	448/7	0	05	88
	449	0	19	81
	450	0	21	28
	451/1	0	00	64
	540	0	05	97
	541/1	0	03	08
	541/4	0	03	81
	541/5	0	04	81
	541/7	0	07	20
	541/8	0	05	51
	541/9	0	05	67
	541/12	0	02	34
	25/8	0	03	28
आलाधूर (खण्ड सं0-28)	80/2	0	08	75
	80/3	0	12	85
	80/8	0	05	72
	80/9	0	08	71
	81/4	0	11	38
	92/2	0	01	09
	92/3	0	13	12
	93/3	0	00	39
	93/4	0	07	48
	93/6	0	11	85
	93/7	0	00	47
	95/3	0	03	83
	95/4	0	08	87
	95/5	0	04	69
	97/1	0	01	19
	97/2	0	18	72
	97/3	0	06	67
	97/6	0	10	21
	98/1	0	04	72
	98/2	0	06	42
	105/1	0	00	96
	142	0	02	89
	144/1	0	02	73
	144/2	0	08	99
	144/3	0	10	98
	144/4	0	07	20

	1	2	3	4
आलाधुर (खण्ड सं० 28)	147/1	0	10	63
	150/3	0	01	63
	150/4	0	00	51
	150/5	0	03	65
	150/6	0	00	80
	150/7	0	08	36
	150/8	0	08	39
	150/9	0	05	51
	151/4	0	08	38
	151/6	0	05	32
	153/1	0	18	44
	153/2	0	10	91
	184/2	0	03	51
	185/3	0	02	79
	185/4	0	09	10
	185/5	0	02	87
	185/6	0	01	95
	185/7	0	07	76
	185/10	0	04	65
	185/12	0	04	87
	185/13	0	01	66
	185/11	0	01	66
	186/10	0	00	66
	188/2	0	50	52
	189/4	0	00	52
	203/1	0	10	08
	203/4	0	07	98
	204/8	0	01	64
	205/1	0	10	11
	205/3	0	11	35
	205/7	0	05	60
	205/8	0	00	32
	213	0	12	94
	226/4	0	01	70
	226/5	0	01	74
	227/2	0	01	11
	227/3	0	06	94
	228/1	0	05	74
	228/2	0	02	86
	228/6	0	28	29
	229/1	0	02	23
	229/2	0	01	76
	229/3	0	01	10
	229/4	0	02	02
	230	0	02	40
	235	0	04	67
	239/1	0	02	75
	239/2	0	02	94
	241	0	04	49

	1	2	3	4
एरीमयूर (खण्ड सं० 21)	48/2	0	48	29
	58/1	0	03	05
	58/5	0	02	34
	58/8	0	05	91
	58/7	0	01	87
	58/8	0	03	43
	76/16	0	01	10
	76/17	0	04	99
	76/18	0	03	56
	76/19	0	22	76
	76/20	0	01	27
	77/1	0	01	97
	80/1	0	05	31
	80/2	0	10	81
	80/9	0	01	08
	80/10	0	02	97
	80/11	0	08	41
	80/13	0	05	07
	81/3	0	06	14
	81/4	0	10	41
	82/10	0	02	97
	82/16	0	02	77
	82/17	0	03	16
	82/18	0	09	54
	83/14	0	00	69
	83/15	0	00	72
	83/18	0	14	22
	116/1	0	26	44
	116/4	0	00	89
	116/5	0	01	18
	118/1	0	40	90
	118/2	0	00	20
	124/6	0	08	80
	124/7	0	05	40
	126/2	0	49	93
	216/2	0	05	66
	216/4	0	06	17
	216/5	0	04	55
	216/6	0	05	58
	216/7	0	03	75
	218/12	0	05	20
	219/8	0	14	04
	219/9	0	00	80
	219/10	0	15	54
	220/1	0	04	15
	222/1	0	11	13
	47/4	0	05	00
	47/5	0	03	00

	1	2	3	4
कोजालमानम - 2 (खण्ड सं. 15)	245	0	02	41
	272/2	0	08	10
	272/3	0	07	63
	272/4	0	01	84
	272/5	0	09	48
	272/6	0	02	52
	272/7	0	02	08
	273/2	0	06	14
	273/3	0	00	77
	273/5	0	08	20
	273/6	0	00	34
	274	0	00	99
	282/1	0	04	35
	282/2	0	03	21
	282/3	0	03	72
	282/4	0	03	30
	284/1	0	16	85
	284/3	0	00	19
	287/2	0	01	19
	287/4	0	17	70
	289/2	0	12	49
	289/3	0	14	83
	289/4	0	25	87
	299/9	0	06	58
	299/10	0	09	61
	274/1	0	00	30
	285/8	0	00	80
	285/7	0	00	80
	287/3	0	00	40
	289/1	0	00	80
	297/1	0	00	40
कोजालमानम - 1 (खण्ड सं. 15)	477/16	0	00	49
	477/19	0	10	66
	478/12	0	02	57
	481/11	0	07	88
	482	0	06	47
	554/3	0	03	46
	554/6	0	09	53
	555	0	04	25
	558	0	35	33
	415/7	0	04	00
	503	0	07	00
	709/3	0	03	00
	709/7	0	06	30
	709/5	0	06	30
	708/10	0	00	50
	475/7	0	01	35
	475/9	0	01	30
	475/12	0	01	40

	1	2	3	4
कोजालमानम - I (खण्ड सं 16)	475/14	0	01	35
	478/18	0	00	40
	478/20	0	00	40
	181/1	0	01	47
	181/2	0	19	80
	181/3	0	00	80
	181/4	0	08	23
	181/9	0	00	48
	181/10	0	00	43
	182/7	0	08	88
	183/1	0	01	04
	183/2	0	11	18
	183/3	0	07	78
	183/5	0	03	18
	183/8	0	04	45
	188/2	0	09	08
	188/3	0	10	70
	188/4	0	03	45
	191/4	0	09	08
	191/5	0	07	25
	191/8	0	00	22
	191/7	0	08	21
	191/8	0	00	88
	403	0	10	10
	408/4	0	28	77
	409/2	0	00	74
	409/3	0	03	70
	409/4	0	01	11
	409/5	0	08	01
	409/8	0	25	93
	418/2	0	04	47
	418/3	0	03	58
	418/5	0	01	48
	418/21	0	03	00
	425/2	0	08	12
	428/1	0	02	30
	428/2	0	09	15
	428/4	0	08	80
	428/22	0	01	88
	429/1	0	01	85
	429/2	0	03	78
	429/3	0	08	28
	429/4	0	09	82
	429/8	0	04	81
	429/9	0	04	37
	429/10	0	02	18
	429/20	0	01	21
	429/21	0	01	21
	430/1	0	14	09
	431/9	0	00	45

	1	2	3	4
कोजालमानम - 1	571/1	0	11	89
(खण्ड सं० - 16)	434	0	01	25
	563/1	0	44	13
	563/3	0	00	24
	563/19	0	00	98
	571/3	0	03	31
	588/12	0	00	20
कोजालमानम - 1	5	0	02	50
(खण्ड सं० - 17)	8/13	0	02	28
	11/1	0	00	89
	12/2	0	07	21
	12/3	0	05	81
	12/4	0	03	03
	12/6	0	01	54
	50	0	14	00
	54	0	20	20
	318	0	07	00
	362	0	07	00
	357	0	11	00

जिला - पालाकाड
तालुका - पालाकाड

क्षेत्र

गाँव	सर्वेक्षण संख्या	हेक्टेयर	आरे	वर्ग मीटर
कन्नडी - 2	60/1	0	00	50
(खण्ड सं०-50)	60/2	0	05	25
	60/3	0	01	30
	60/4	0	07	70
	60/5	0	01	10
	61/5	0	15	90
	61/6	0	04	00
	67/7	0	03	15
	68/2	0	08	45
	68/3	0	06	50
	68/4	0	00	45
	68/7	0	00	10
	68/8	0	00	80
	68/9	0	14	30
	68/10	0	00	65
	73/3	0	07	70
	73/5	0	00	90
	73/6	0	04	70
	73/7	0	00	55
	73/8	0	00	75
	274/3	0	00	30

	1	2	3	4
कन्नडी-2 (खण्ड सं० - 50)	273/1	0	09	55
	273/3	0	08	50
	273/4	0	00	40
	273/6	0	12	00
	270/2	0	03	25
	270/4	0	02	00
	270/6	0	12	35
	270/8	0	09	75
	270/9	0	08	80
	270/10	0	00	75
	268/1	0	09	85
	268/2	0	03	10
	268/3	0	02	70
कन्नडी-1 (खण्ड सं० - 50)	264/3	0	07	00
	264/4	0	04	00
	264/5	0	09	15
	264/9	0	02	65
	257/1	0	14	40
	257/2	0	09	70
	255/1	0	08	30
	255/2	0	13	70
	255/3	0	12	25
	116/1	0	00	45
	116/2	0	07	75
	116/3	0	08	45
	117/1	0	21	10
	117/4	0	02	00
	117/7	0	07	20
	122/1	0	08	00
कन्नडी-1 (खण्ड सं० - 51)	190/2	0	00	75
	190/3	0	03	04
	190/4	0	05	64
	191	0	00	12
	192/6	0	02	11
	192/8	0	03	54
	192/9	0	11	70
	195/2	0	04	94
	195/3	0	01	19
	195/4	0	11	83
	198/1	0	05	81
	198/2	0	00	55
	198/1	0	19	72
	198/5	0	01	78
	210/2	0	10	14
	210/3	0	27	08
	210/10	0	01	94
	211/4	0	01	86
	211/6	0	05	11
	211/7	0	00	82

	1	2	2	4
कन्सडी - 1 (खण्ड सं 51)	211/8	0	05	88
	217/1	0	05	21
	217/2	0	02	92
	217/3	0	03	97
	224/1	0	11	10
	225/5	0	03	84
	225/6	0	04	56
	225/7	0	17	69
	510/1	0	00	58
	510/2	0	08	52
	510/3	0	04	37
	510/4	0	00	12
	510/5	0	13	26
	510/6	0	00	95
	512/12	0	10	50
	514/4	0	04	90
	514/6	0	00	18
	514/10	0	06	90
	522/1	0	00	28
	522/4	0	03	47
	522/5	0	01	03
	524/3	0	01	26
	524/6	0	03	78
	524/7	0	02	87
	524/10	0	03	50
	524/11	0	03	08
	524/12	0	01	42
	524/14	0	03	00
	524/15	0	04	75
	537/5	0	14	31
	538/1	0	10	14
	538/2	0	01	41
	538/3	0	05	66
	539/1	0	15	19
	539/2	0	07	42
	540/1	0	04	48
	540/6	0	01	84
	541/7	0	02	40
	541/8	0	01	00
	541/10	0	00	62
	541/11	0	03	66
	542/4	0	00	31
	542/7	0	01	05
	542/9	0	00	49
	544/6	0	03	95
	568/9	0	01	45
	568/10	0	05	75
	568/11	0	01	73
	873/1	0	03	60
	873/2	0	04	70

	1	2	3	4
कन्नडी - I (खण्ड सं0 51)	873/3	0	07	75
	873/5	0	05	50
	873/6	0	03	60
	873/7	0	03	25
	873/8	0	03	20
	876/17	0	02	80
	877/1	0	04	40
	877/2	0	04	40
	877/8	0	03	80
	796/1	0	09	60
	783/3	0	05	30
	781/3	0	11	40
	514/9	0	00	40
	535	0	03	89
	571	0	05	16
	874/2	0	03	93
कन्नडी - II (किन्नासेरी) (खण्ड सं0 50)	455/3	0	06	50
	457/1	0	10	60
	457/2	0	01	60
	457/3	0	03	10
	457/8	0	11	40
कन्नडी - III (किन्नासेरी) (खण्ड सं0 50)	457/8	0	00	20
	457/12	0	00	25
	452/2	0	11	20
	452/5	0	17	50
	452/6	0	01	20
	453/4	0	10	10
	448/1	0	02	80
	448/2	0	06	10
	448/3	0	00	90
	448/4	0	00	10
	448/5	0	01	00
	444/2	0	04	30
	444/3	0	09	40
	444/4	0	00	05
याकारा (खण्ड सं0 25)	1522	0	01	40
पालाकाड-3 (खण्ड सं0-87)	4087;4087/1A,1C 1D/2,1E	0	07	40
	4117	0	13	30
	4124	0	13	30
पालाकाड-3 (खण्ड सं0-88)	4139/1	0	02	40

	1	2	3	4
याकारा (खण्ड सं० १०)	4318	0	01	00
	4317	0	09	20
	4312	0	05	70
	4318	0	04	10
	4294/1	0	01	30
	4294/4	0	10	10
	4295	0	02	00
	4291/1B	0	13	00
	4298/1	0	20	50
	4308	0	07	00
	4301	0	09	50
	4302	0	20	20
	4248	0	35	80
	4336	0	19	10
	4244/1A	0	17	00
कोडम्बा (खण्ड सं० 46)	463/13	0	02	05
	4/1	0	00	05
	4/2	0	05	25
	4/3	0	00	10
	4/4	0	10	80
	4/5	0	11	70
	3/8	0	08	05
	3/8	0	02	00
	3/9	0	05	00
	6/1	0	12	00
	7/3	0	05	50
	7/4	0	08	00
	7/8	0	11	00
	8/5	0	01	35
	8/3	0	00	65
	12/2	0	10	00
	12/3	0	01	30
	12/4	0	05	25
	12/5	0	01	00
	14/1	0	16	20
	14/2	0	08	80
	14/3	0	11	00
	15/3	0	11	20
	18/1	0	01	25
	511/1	0	08	30
	511/3	0	07	40
	512/1	0	27	00
	515/1	0	37	80
	464/4	0	09	35
	464/8	0	18	40
	463/3	0	07	75
	463/4	0	02	85
	463/5	0	01	75
	463/11	0	07	00
	463/12	0	13	70

	1	2	3	4
कोडुम्बा (खण्ड सं0 46)	460/4	0	00	35
	460/5	0	32	80
	460/7	0	00	20
	459	0	15	30
	560/1	0	06	10
	558/7	0	05	50
	558/8	0	07	60
	558/4	0	25	20
	558/10	0	09	00
मालुथारोड़ (खण्ड सं0 38)	377/1	0	02	30
	377/2	0	09	40
	377/3	0	13	00
	377/4	0	01	75
	380/2	0	08	00
	380/11	0	00	10
	380/4	0	00	10
	380/10	0	03	60
पुडुसेरी (पश्चिमी) (खण्ड सं0 35)	53	0	07	00
(खण्ड सं0 36)	385	0	01	50
पुडुसेरी (सी) (खण्ड सं0 34)	23	0	04	56
	46	0	03	00
	199	0	04	50
	204	0	06	30
पुडुसेरी (ई) (खण्ड सं. 32)	98/5	0	05	23
	99/1	0	01	21
	99/4	0	01	40
	99/5	0	10	90
	99/6	0	09	50
	99/7	0	12	93
	100/1	0	00	77
	100/2	0	06	26
	110	0	21	83
	111/2	0	16	40
	219/1	0	17	83
	219/2	0	00	34
	220/1	0	32	80
	222/1	0	13	67
	222/2	0	05	26
	222/4	0	02	22
	222/5	0	03	31
	224/7	0	15	83
	348/11	0	00	42
	348/5	0	17	25
	348/6	0	10	12

	1	2	3	4
पुडुसेरी (ई)	349/12	0	09	57
(खण्ड सं० 32)	349/13	0	00	87
	350/2	0	13	08
	350/5	0	09	38
	351/4	0	07	35
	351/5	0	10	10
	351/11	0	07	79
	358/1	0	00	04
	358/2	0	00	16
	358/7	0	02	84
	358/9	0	13	55
	358/11	0	09	67
	365/2	0	18	39
	366/2	0	03	88
	366/3	0	09	92
	366/4	0	12	30
	367/8	0	15	65
	367/9	0	01	43
	367/10	0	01	43
	367/11	0	00	72
	367/12	0	01	41
	368/1	0	01	61
	368/2	0	01	93
	368/4	0	01	93
	368/5	0	05	40
	368/6	0	03	69
	370/1	0	03	61
	370/2	0	09	66
	370/3	0	12	40
	370/4	0	01	89
	371/6	0	03	34
	372/2	0	15	66
	376/3	0	07	72
	376/30	0	19	76
	377/1	0	01	99
	377/2	0	19	81
	385/1	0	14	00
	385/2	0	13	73
	385/3	0	06	05
	386/30	0	01	22
	386/31	0	00	22
	388/4	0	03	75
	388/5	0	11	78
	388/6	0	02	01
	388/7	0	06	22
	389/2	0	05	81
	389/3	0	00	64
	389/4	0	04	64
	389/5	0	02	18
	389/7	0	00	59

	1	2	3	4
पट्टसेरी (ई) (खण्ड सं० 32)	390/5	0	00	41
	30/3	0	58	40
	31	0	00	60
	35/2,3	0	25	20
	39/2,3	0	14	10
	50/1	0	00	10
	51	0	07	90
	42/4 TO 7	0	53	60
	90/2,3	0	11	50
	43	0	00	30
	92/2,4,5,7,8	0	37	50
	93	0	13	30
	94/1,2	0	19	50
	95/4	0	00	80
	97/2	0	38	60
	113/1	0	00	80
	114	0	01	80
	115	0	18	90
	121	0	22	30
	122/1,2	0	22	30
	123	0	13	30
	124/1,2	0	31	70
	124/3	0	00	54
	124/4	0	19	80
	128/4	0	00	90
	129/3,5,6,7	0	39	60
	134/1,2	0	02	90
पट्टसेरी (ई) (खण्ड सं० 33)	142/2	0	24	12
	142/1	0	04	08
	122/1	0	11	88
	122/3	0	11	90
	123/1	0	08	12
	125/17	0	09	72
	125/18	0	00	28
	125/15	0	02	30
	125/19	0	18	84
	125/20	0	04	80
	125/21	0	18	00
	124	0	00	20
	117	0	24	30
	113/3	0	29	52
	113/2	0	10	62
	113/4	0	24	24
	109	0	00	05
	110/2	0	02	70
	110/1	0	14	40
	95/1	0	27	12
	95/2	0	03	96
	94	0	01	98

	1	2	3	4
पट्टसेरी (ई)	180/8	0	19	08
(खण्ड सं० 33)	180/9	0	00	15
	189/1	0	01	80
	189/2	0	05	76
	189/4	0	13	68
	189/4	0	14	40
	184/3	0	07	20
	184/8	0	08	48
	185/1	0	16	20
	178/1	0	11	52
	177/4	0	13	14
	177/5	0	04	50
	182/1	0	07	48
	182/3	0	13	09
	182/4	0	01	00
	182/5	0	00	28
	183/8	0	05	20
	183/7	0	00	40
	141/17	0	10	44
	141/18	0	10	44
	141/1	0	27	36
	141/3	0	08	48
	141/11	0	01	45
	141/12	0	01	44
	141/13	0	00	72
	141/8	0	01	44
	158/5	0	00	18
	158/7	0	08	10
	158/12	0	05	78
	158/3	0	01	08
	159/2	0	28	40
	159/6	0	00	30
	159/8	0	01	30
	159/7	0	03	65
	157/58	0	02	18
	157/57	0	02	18
	157/55	0	05	04
	157/4	0	05	25
	157/31	0	07	20
	157/32	0	03	20
	157/5	0	05	40
	157/6	0	02	52
	157/52	0	01	32
	157/47	0	05	18

New Delhi, 20th January, 1999

S.O. 219. - Whereas it appears to the Central Government, that it is necessary in the public interest that for the transport of Motor Spirit, Superior Kerosene Oil and High Speed Diesel from Irumpanam Installation of Bharat Petroleum Corporation Limited, Irumpanam, Cochin to Karur in the state of Tamil Nadu a pipeline should be laid by Petronet C.C.K. Limited

And whereas, for the purpose of laying such pipeline it is necessary to acquire the right of user in the lands described in the schedule annexed to this Notification.

Now, therefore, in the exercise of powers conferred by sub section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein :

Any person interested in land described in the said schedule may within twenty one days from the date on which the copies of the Notification as published in the Gazette of India are made available to the general public, object in writing to the acquisition of the right of user therein for laying the pipeline under the land to Shri A. T. James, competent authority, Cochin - Coimbatore - Karur Pipeline Project, Golden Plaza Annex, Chittor Road, Cochin - 18, Kerala State Pin - 682 018.

SCHEDULE**STATE : KERALA****DISTRICT : PALAKKAD****TALUK : ALATHUR**

VILLAGE	SURVEY NUMBERS	AREA (APPROX.)		
		HECTARES	ARES	SQ.MTRS
VADAKKENCHERY - 1 (BLOCK NO 44)	187	0	20	25
VADAKKENCHERY - 2 (BLOCK NO 45)	182/1	0	04	80
	182/4	0	00	80
	182/6	0	01	00
	182/10	0	00	80
	182/11	0	04	00
	182/13	0	06	20
	182/14	0	00	70
	182/16	0	18	80
	185/4	0	09	60
	185/5	0	08	20
	182	0	39	60
	185	0	24	30
VADAKKENCHERY - 2 (BLOCK NO 46)	112/1	0	02	40
	112/3	0	07	20
	113/2	0	03	40
	113/7	0	02	20
	113/6	0	03	20
	114/10	0	04	80
	114/8	0	01	60
	178/2	0	03	00
	178/4	0	08	80
	179/3	0	01	90
	248/7	0	04	00
	249/9	0	05	20
	249/2	0	10	00
	251/3	0	04	00
	251/5	0	01	00
	255/1	0	01	60
	255/2	0	01	50
	255/10	0	06	80
	271/7	0	03	90
	271/8	0	01	60
KANNAMBRA II (BLOCK NO 34)	812	0	05	00
	827	0	30	60
	826	0	05	40
	828	0	16	50
	829	0	27	00

VILLAGE	SURVEY NUMBERS	AREA (APPROX.)		
		HECTARES	ARES	SQ.MTRS
KAVASSERY - 1 (BLOCK NO 30)	705/2	0	05	85
ALATHUR (BLOCK NO 27)	25/8	0	03	60
	26/5	0	04	15
	26/8	0	00	80
	26/9	0	02	93
	26/10	0	05	08
	27/1	0	09	33
	448/1	0	10	21
	448/7	0	05	66
	449	0	19	61
	450	0	21	28
	451/1	0	00	64
	540	0	05	97
	541/1	0	03	08
	541/4	0	03	61
	541/5	0	04	61
	541/7	0	07	20
	541/8	0	05	51
	541/9	0	05	67
	541/12	0	02	34
	25/8	0	03	28
ALATHUR (BLOCK NO 28)	80/2	0	08	75
	80/3	0	12	65
	80/8	0	05	72
	80/9	0	08	71
	81/4	0	11	36
	92/2	0	01	09
	92/3	0	13	12
	93/3	0	00	39
	93/4	0	07	46
	93/6	0	11	65
	93/7	0	00	47
	95/3	0	03	63
	95/4	0	08	67
	95/5	0	04	69
	97/1	0	01	19
	97/2	0	18	72
	97/3	0	06	67
	97/6	0	10	21
	98/1	0	04	72
	98/2	0	06	42
	105/1	0	00	96
	142	0	02	69
	144/1	0	02	73
	144/2	0	08	99
	144/3	0	10	98
	144/4	0	07	20

VILLAGE	SURVEY NUMBERS	AREA (APPROX.)		
		HECTARES	ARES	SQ.MTRS
ALATHUR (BLOCK NO 28)	147/1	0	10	63
	150/3	0	01	63
	150/4	0	00	51
	150/5	0	03	65
	150/6	0	00	80
	150/7	0	08	36
	150/8	0	06	39
	150/9	0	05	51
	151/4	0	08	38
	151/6	0	05	32
	153/1	0	18	44
	153/2	0	10	91
	194/2	0	03	51
	195/3	0	02	79
	195/4	0	09	19
	195/5	0	02	87
	195/6	0	01	95
	195/7	0	07	76
	195/10	0	04	65
	195/12	0	04	87
	195/13	0	01	66
	195/11	0	01	68
	198/10	0	00	66
	199/2	0	50	52
	199/4	0	00	52
	203/1	0	10	08
	203/4	0	07	98
	204/9	0	01	64
	205/1	0	10	11
	205/3	0	11	35
	205/7	0	05	60
	205/8	0	00	32
	213	0	12	94
	226/4	0	01	70
	226/5	0	01	74
	227/2	0	01	11
	227/3	0	06	94
	228/1	0	05	74
	228/2	0	02	86
	228/6	0	28	29
	229/1	0	02	23
	229/2	0	01	76
	229/3	0	01	10
	229/4	0	02	02
	230	0	02	40
	235	0	04	67
	239/1	0	02	75
	239/2	0	02	94
	241	0	04	49

VILLAGE	SURVEY NUMBERS	AREA (APPROX.)		SQ.MTRS
		HECTARES	ARES	
ERIMAYUR (BLOCK NO 21)	46/2	0	46	29
	56/1	0	03	05
	56/5	0	02	34
	56/6	0	05	91
	56/7	0	01	87
	56/8	0	03	43
	76/16	0	01	10
	76/17	0	04	99
	76/18	0	03	56
	76/19	0	22	70
	76/20	0	01	27
	77/1	0	01	97
	80/1	0	05	31
	80/2	0	10	81
	80/9	0	01	08
	80/10	0	02	97
	80/11	0	09	41
	80/13	0	05	07
	81/3	0	06	14
	81/4	0	10	41
	82/10	0	02	97
	82/16	0	02	77
	82/17	0	03	16
	82/18	0	09	54
	83/14	0	00	69
	83/15	0	00	72
	83/19	0	14	22
	116/1	0	26	44
	116/4	0	00	89
	116/5	0	01	18
	118/1	0	40	90
	118/2	0	00	20
	124/6	0	06	60
	124/7	0	05	40
	126/2	0	49	93
	216/2	0	05	66
	216/4	0	06	17
	216/5	0	04	55
	216/6	0	05	56
	216/7	0	03	75
	216/12	0	05	20
	219/8	0	14	04
	219/9	0	00	21
	219/10	0	15	54
	220/1	0	04	15
	222/1	0	11	13
	47/4	0	05	00
	47/5	0	03	00

VILLAGE	SURVEY NUMBERS	AREA (APPROX.)		
		HECTARES	ARES	SQ. MTRS
KOZHALMANNAM - 2 (BLOCK NO 15)	245	0	02	41
	272/2	0	08	10
	272/3	0	07	63
	272/4	0	01	64
	272/5	0	09	48
	272/6	0	02	52
	272/7	0	02	06
	273/2	0	06	14
	273/3	0	00	77
	273/5	0	08	20
	273/6	0	00	34
	274	0	00	99
	282/1	0	04	35
	282/2	0	03	21
	282/3	0	03	72
	282/4	0	03	30
	284/1	0	16	85
	284/3	0	00	19
	287/2	0	01	19
	287/4	0	17	70
	288/2	0	12	49
	289/3	0	14	83
	298/4	0	25	87
	299/9	0	06	58
	299/10	0	09	61
	274/1	0	00	80
	285/8	0	00	80
	285/7	0	00	60
	287/3	0	00	40
	289/1	0	00	80
	297/1	0	00	40
KOZHALMANNAM - 1 (BLOCK NO 15)	477/16	0	00	49
	477/19	0	10	66
	478/12	0	02	57
	481/11	0	07	88
	482	0	08	47
	554/3	0	03	48
	554/6	0	09	53
	555	0	04	25
	556	0	35	33
	415/7	0	04	00
	503	0	07	00
	709/3	0	03	00
	709/7	0	06	30
	709/5	0	06	20
	709/10	0	00	50
	475/7	0	01	39
	475/9	0	01	30
	475/12	0	01	40

VILLAGE	SURVEY NUMBERS	AREA (APPROX.)		
		HECTARES	ARES	SQ.MTRS
KOZHALMAHNNAM - I (BLOCK NO 16)	475/14	0	01	35
	478/18	0	00	40
	478/20	0	00	40
	181/1	0	01	47
	181/2	0	19	80
	181/3	0	00	60
	181/4	0	06	23
	181/9	0	00	46
	181/10	0	00	43
	182/7	0	06	86
	183/1	0	01	04
	183/2	0	11	16
	183/3	0	07	76
	183/5	0	03	18
	183/6	0	04	45
	188/2	0	09	06
	188/3	0	10	70
	188/4	0	03	45
	191/4	0	09	08
	191/5	0	07	25
	191/6	0	00	22
	191/7	0	06	21
	191/8	0	00	69
	403	0	10	10
	408/4	0	26	77
	409/2	0	00	74
	409/3	0	03	70
	409/4	0	01	11
	409/5	0	06	01
	409/6	0	25	93
	416/2	0	04	47
	416/3	0	03	56
	416/5	0	01	48
	416/21	0	03	00
	425/2	0	08	12
	426/1	0	02	30
	426/2	0	09	15
	426/4	0	06	90
	428/22	0	01	69
	429/1	0	01	65
	429/2	0	03	79
	429/3	0	08	26
	429/4	0	09	62
	429/8	0	04	61
	429/9	0	04	37
	429/10	0	02	18
	429/20	0	01	21
	429/21	0	01	21
	430/1	0	14	09
	431/9	0	00	45

VILLAGE	SURVEY NUMBERS	AREA (APPROX.)		
		HECTARES	ARES	SQ.MTRS
KOZHALMANNAM - I (BLOCK NO 16)	571/1	0	11	69
	434	0	01	25
	563/1	0	44	13
	563/3	0	00	24
	563/19	0	00	98
	571/3	0	03	31
	586/12	0	00	20
KOZHALMANNAM - I (BLOCK NO 17)	5	0	02	50
	6/13	0	02	26
	11/1	0	00	89
	12/2	0	07	21
	12/3	0	05	81
	12/4	0	03	03
	12/6	0	01	54
	50	0	14	00
	54	0	20	20
	318	0	07	00
	362	0	07	00
	357	0	11	00

DISTRICT : PALAKKAD**TALUK : PALAKKAD**

VILLAGE	SURVEY NUMBERS	AREA (APPROX.)		
		HECTARES	ARES	SQ.MTRS
KANNADI - 2 (BLOCK NO 50)	60/1	0	00	50
	60/2	0	05	25
	60/3	0	01	30
	60/4	0	07	70
	60/5	0	01	10
	61/5	0	15	90
	61/6	0	04	00
	67/7	0	03	15
	68/2	0	08	45
	68/3	0	05	50
	68/4	0	00	45
	68/7	0	00	10
	68/8	0	00	80
	68/9	0	14	30
	68/10	0	00	65
	73/3	0	07	70
	73/5	0	00	90
	73/6	0	04	70
	73/7	0	00	55
	73/8	0	00	75
	274/3	0	00	30

VILLAGE	SURVEY NUMBERS	AREA (APPROX.)		
		HECTARES	ARES	SQ.MTRS
KANNADI - 2 (BLOCK NO 50)	273/1	0	09	55
	273/3	0	08	50
	273/4	0	00	40
	273/6	0	12	60
	270/2	0	03	25
	270/4	0	02	00
	270/6	0	12	35
	270/8	0	09	75
	270/9	0	08	80
	270/10	0	00	75
	268/1	0	09	85
	268/2	0	03	10
	268/3	0	02	70
KANNADI - 1 (BLOCK NO 50)	264/3	0	07	00
	264/4	0	04	00
	264/5	0	09	15
	264/9	0	02	65
	257/1	0	14	40
	257/2	0	09	70
	255/1	0	06	30
	255/2	0	13	70
	255/3	0	12	25
	116/1	0	00	45
	116/2	0	07	75
	116/3	0	06	45
	117/1	0	21	10
	117/4	0	02	00
	117/7	0	07	20
	122/1	0	06	00
KANNADI - 1 (BLOCK NO 51)	190/2	0	00	75
	190/3	0	03	04
	190/4	0	05	64
	191	0	00	12
	192/6	0	02	11
	192/8	0	03	54
	192/9	0	11	70
	195/2	0	04	94
	195/3	0	01	19
	195/4	0	11	83
	196/1	0	05	81
	196/2	0	00	51
	198/1	0	19	72
	198/5	0	01	78
	210/2	0	10	14
	210/3	0	27	06
	210/10	0	01	94
	211/4	0	01	86
	211/6	0	05	11
	211/7	0	00	82

VILLAGE	SURVEY NUMBERS	AREA (APPROX.)		
		HECTARES	ARES	SQ.MTRS
KANNADI - I (BLOCK NO 51)	211/8	0	05	88
	217/1	0	05	21
	217/2	0	02	92
	217/3	0	03	97
	224/1	0	11	10
	225/5	0	03	64
	225/6	0	04	56
	225/7	0	17	69
	510/1	0	00	59
	510/2	0	08	52
	510/3	0	04	37
	510/4	0	00	12
	510/5	0	13	26
	510/6	0	00	95
	512/12	0	10	50
	514/4	0	04	90
	514/6	0	00	16
	514/10	0	08	90
	522/1	0	00	28
	522/4	0	03	47
	522/5	0	01	03
	524/3	0	01	26
	524/6	0	03	78
	524/7	0	02	87
	524/10	0	03	50
	524/11	0	03	08
	524/12	0	01	42
	524/14	0	03	00
	524/15	0	04	75
	537/5	0	14	31
	538/1	0	10	14
	538/2	0	01	41
	538/3	0	05	66
	539/1	0	15	19
	539/2	0	07	42
	540/1	0	04	48
	540/6	0	01	84
	541/7	0	02	40
	541/9	0	01	00
	541/10	0	00	62
	541/11	0	03	66
	542/4	0	00	31
	542/7	0	01	05
	542/9	0	00	49
	544/6	0	03	95
	568/9	0	01	45
	568/10	0	05	75
	568/11	0	01	73
	873/1	0	03	60
	873/2	0	04	70

VILLAGE	SURVEY NUMBERS	AREA (APPROX.)		
		HECTARES	ARES	SQ.MTRS
KANNADI - I (BLOCK NO 51)	873/3	0	07	75
	873/5	0	05	50
	873/6	0	03	60
	873/7	0	03	25
	873/8	0	03	20
	876/17	0	02	80
	877/1	0	04	40
	877/2	0	04	40
	877/6	0	03	80
	796/1	0	09	60
	783/3	0	05	30
	781/3	0	11	40
	514/9	0	00	40
	535	0	03	89
	571	0	05	16
	874/2	0	03	93
KANNADI - II (KINASSERI) (BLOCK NO 50)	455/3	0	06	50
	457/1	0	10	60
	457/2	0	01	60
	457/3	0	03	10
	457/6	0	11	40
KANNADI - II (KINASSERI) (BLOCK NO 50)	457/8	0	00	20
	457/12	0	00	25
	452/2	0	11	20
	452/5	0	17	50
	452/6	0	01	20
	453/4	0	10	10
	446/1	0	02	60
	446/2	0	06	10
	446/3	0	00	00
	446/4	0	00	10
	446/5	0	01	00
	444/2	0	04	30
	444/3	0	09	40
	444/4	0	00	05
YAKARA (BLOCK NO 25)	1522	0	01	40
PALAKKAD - 3 (BLOCK NO 87)	4087, 4087/1A, 1C	0	07	40
	1D/2, 1E			
	4117	0	13	30
PALAKKAD - 3 (BLOCK NO 88)	4124	0	13	30
	4139/1	0	02	40

VILLAGE	SURVEY NUMBERS	AREA (APPROX.)		
		HECTARES	ARES	SQ.MTRS
YAKARA (BLOCK NO 90)	4316	0	01	00
	4317	0	09	20
	4312	0	05	70
	4318	0	04	10
	4294/1	0	01	30
	4294/4	0	10	10
	4295	0	02	90
	4291/1B	0	13	00
	4298/1	0	20	50
	4308	0	07	80
	4301	0	09	50
	4302	0	20	20
	4248	0	35	80
	4338	0	19	10
	4244/1A	0	17	00
KODUMBA (BLOCK NO 46)	463/13	0	02	95
	4/1	0	00	05
	4/2	0	05	25
	4/3	0	00	10
	4/4	0	10	80
	4/5	0	11	70
	3/6	0	08	65
	3/8	0	02	00
	3/9	0	05	60
	8/1	0	12	00
	7/3	0	05	50
	7/4	0	08	80
	7/8	0	11	00
	8/5	0	01	35
	8/3	0	00	65
	12/2	0	10	80
	12/3	0	01	30
	12/4	0	05	25
	12/5	0	01	60
	14/1	0	16	20
	14/2	0	08	80
	14/3	0	11	60
	15/3	0	11	20
	16/1	0	01	25
	511/1	0	06	30
	511/3	0	07	40
	512/1	0	27	00
	515/1	0	37	80
	464/4	0	09	35
	464/8	0	16	40
	463/3	0	07	75
	463/4	0	02	85
	463/5	0	01	75
	463/11	0	07	60
	463/12	0	13	70

VILLAGE	SURVEY NUMBERS	AREA (APPROX.)		
		HECTARES	ARES	SQ.MTRS
KODUMBA (BLOCK NO 46)	460/4	0	00	35
	460/5	0	32	80
	460/7	0	00	20
	459	0	15	30
	560/1	0	66	10
	558/7	0	05	50
	558/8	0	07	60
	558/4	0	25	20
	558/10	0	09	00
MARUTHARODE (BLOCK NO 38)	377/1	0	02	30
	377/2	0	09	40
	377/3	0	13	00
	377/4	0	01	75
	380/2	0	08	(2)
	380/11	0	00	10
	380/4	0	00	10
	380/10	0	03	60
PUDUSSERY (W) (BLOCK NO 35)	53	0	07	00
(BLOCK NO 36)	385	0	01	50
PUDUSSERY (C) (BLOCK NO 34)	23	0	04	56
	46	0	03	00
	199	0	04	50
	204	0	08	30
PUDUSSERY (E) (BLOCK NO 32)	98/5	0	05	23
	99/1	0	01	21
	99/4	0	01	40
	99/5	0	10	90
	99/6	0	09	50
	99/7	0	12	83
	100/1	0	00	77
	100/2	0	08	26
	110	0	21	63
	111/2	0	16	40
	219/1	0	17	83
	219/2	0	00	34
	220/1	0	32	80
	222/1	0	13	67
	222/2	0	05	20
	222/4	0	02	22
	222/5	0	03	31
	224/7	0	15	83
	348/11	0	00	42
	349/5	0	17	25
	349/6	0	10	12

VILLAGE	SURVEY NUMBERS	AREA (APPROX.)		
		HECTARES	ARES	SQ.MTRS
PUDUSSERY (E) (BLOCK NO 32)	349/12	0	09	57
	349/13	0	00	87
	350/2	0	13	08
	350/5	0	09	38
	351/4	0	07	35
	351/5	0	10	10
	351/11	0	07	79
	358/1	0	00	04
	358/2	0	00	16
	358/7	0	02	94
	358/9	0	13	55
	358/11	0	09	67
	365/2	0	18	39
	366/2	0	03	88
	366/3	0	09	92
	366/4	0	12	30
	367/8	0	15	65
	367/9	0	01	43
	367/10	0	01	43
	367/11	0	00	72
	367/12	0	01	41
	368/1	0	01	61
	368/2	0	01	93
	368/4	0	01	93
	368/5	0	05	40
	368/6	0	03	69
	370/1	0	03	61
	370/2	0	09	66
	370/3	0	12	40
	370/4	0	01	89
	371/6	0	03	34
	372/2	0	15	66
	376/3	0	07	72
	376/30	0	19	76
	377/1	0	01	99
	377/2	0	19	81
	385/1	0	14	00
	385/2	0	13	73
	385/3	0	06	05
	386/30	0	01	22
	386/31	0	00	22
	388/4	0	03	75
	388/5	0	11	76
	388/6	0	02	01
	388/7	0	06	22
	389/2	0	05	81
	389/3	0	00	64
	389/4	0	04	64
	389/5	0	02	18
	389/7	0	00	59

VILLAGE	SURVEY NUMBERS	AREA (APPROX.)		
		HECTARES	ARES	SQ.MTRS
PUDUSSERY (E) (BLOCK NO 32)	390/5	0	00	41
	30/3	0	58	40
	31	0	00	60
	35/2,3	0	25	20
	39/2,3	0	14	10
	50/1	0	00	10
	51	0	07	90
	42/4 TO 7	0	53	60
	90/2,3	0	11	50
	43	0	00	30
	92/2,4,5,7,8	0	37	50
	93	0	13	30
	94/1,2	0	19	50
	95/4	0	00	80
	97/2	0	38	60
	113/1	0	00	80
	114	0	01	80
	115	0	16	90
	121	0	22	30
	122/1,2	0	22	30
	123	0	13	30
	124/1,2	0	31	70
	124/3	0	00	54
	124/4	0	19	80
	128/4	0	00	90
	129/3,5,6,7	0	39	60
	134/1,2	0	02	90
PUDUSSERY (E) (BLOCK NO 33)	142/2	0	24	12
	142/1	0	04	08
	122/1	0	11	88
	122/3	0	11	90
	123/1	0	06	12
	125/17	0	09	72
	125/16	0	00	28
	125/15	0	02	30
	125/19	0	16	84
	125/20	0	04	80
	125/21	0	16	00
	124	0	00	20
	117	0	24	30
	113/3	0	29	52
	113/2	0	10	62
	113/4	0	24	24
	109	0	00	05
	110/2	0	02	70
	110/1	0	14	40
	95/1	0	27	12
	95/2	0	03	96
	94	0	01	98

VILLAGE	SURVEY NUMBERS	AREA (APPROX.)		
		HECTARES	ARES	SQ. MTRS
PUDUSSERY (E) (BLOCK NO 33)	190/6	0	19	08
	190/7	0	00	15
	189/1	0	01	00
	189/2	0	05	76
	189/4	0	13	68
	186/4	0	14	40
	184/3	0	07	20
	184/9	0	08	46
	185/1	0	18	20
	178/1	0	11	52
	177/4	0	13	14
	177/5	0	04	50
	182/1	0	07	48
	182/3	0	13	00
	182/4	0	01	00
	182/5	0	00	26
	183/8	0	05	20
	183/7	0	00	40
	141/17	0	10	44
	141/18	0	10	44
	141/1	0	27	36
	141/3	0	08	48
	141/11	0	01	45
	141/12	0	01	14
	141/13	0	00	72
	141/8	0	01	44
	158/5	0	00	18
	158/7	0	08	10
	158/12	0	05	76
	158/3	0	01	08
	159/2	0	28	40
	159/6	0	00	30
	159/8	0	01	30
	159/7	0	03	65
	157/56	0	02	16
	157/57	0	02	16
	157/55	0	05	04
	157/4	0	05	25
	157/31	0	07	20
	157/32	0	03	20
	157/5	0	05	40
	157/6	0	02	52
	157/52	0	01	32
	157/47	0	05	16

कोयला मंत्रालय

शुद्धि पत्र

नई दिल्ली, 6 जनवरी, 1999

का.आ. 220.—भारत के राजपत्र, तारीख 30 मई, 1998 के भाग II, खंड-3, उपखंड (ii) में पृष्ठ क्रमांक 1947 से 1949 पर प्रकाशित भारत सरकार, कोयला मंत्रालय की अधिसूचना का.आ. 1054 तारीख 4 मई, 1998 में:—

पृष्ठ क्रमांक :—1948 अधिसूचना में

पंक्ति 3, “साउथ सेटल कोलफील्ड” के स्थान पर “साउथ ईस्टर्न कोलफील्ड” पढ़ें।

तालिका में ग्राम स्तम्भ के नीचे,

क्रम संख्या 1, “दतिया” के स्थान पर “वतिमा” पढ़ें।
ग्राम दतिया में अर्जित किए गए प्लॉट संख्यांक (भाग) में:—

पंक्ति 2, “1227, 1240” के स्थान पर “1227 से 1240” पढ़ें।

ग्राम लक्ष्मणपुर में अर्जित किए गए प्लॉट सं. (भाग) में:—

पंक्ति 1, “135/9 में (भाग)” के स्थान पर “135/9 (भाग)” पढ़ें।

“ग्राम कमदा में” के स्थान पर “ग्राम कुमदा” में पढ़ें।
ग्राम कमलापुर में अर्जित किए गए प्लॉट सं. (भाग) में

पंक्ति 1, “(290) (भाग), 294 (भाग)” के स्थान पर “290 (भाग), 291 (भाग) 294 (भाग)” पढ़ें।

पंक्ति 3, “548(भाग) 552 (भाग)” के स्थान पर “549 (भाग), 552 (भाग)” पढ़ें।

पंक्ति 4, “667 (भाग), 667 (भाग), 669, 670 से 696, 668 (भाग) 697 (भाग)” के स्थान पर “667(भाग) 668 (भाग), 669, 670 से 696, 697 (भाग)” पढ़ें।

पंक्ति 5, “811, 912” के स्थान पर “811, 812” पढ़ें।
पृष्ठ क्रमांक — 1949

ग्राम कमकेला में अर्जित किए गये प्लॉट सं. (भाग)

पंक्ति 1, “189 (भाग), 189 (भाग)” के स्थान पर “189 (भाग)” पढ़ें।

पंक्ति 2, “224 (भाग), 245 (भाग)” के स्थान पर “224 (भाग), 225, 226, 227 (भाग) 228 (भाग), 229 से 244, 245 (भाग)” पढ़ें।

पंक्ति 8, “599 (भाग), 599 . . . 605, 606 (भाग)” के स्थान पर “599 से 605, 606 (भाग)” पढ़ें।

पंक्ति 13, “1161 (भाग), 1168 (भाग)” के स्थान पर “1161 (भाग), 1162 (भाग), 1168 (भाग)” पढ़ें।

सीमा वर्णन में,

“ज-अ-ट-उ” के स्थान पर “ज-अ-ट-ठ-उ” पढ़ें।

“ठा ड” के स्थान पर “ठा-ड” पढ़ें।

रेखा ठा-ड में, “प्लॉट संख्या के स्थान पर “रेखा प्लॉट सं.” पढ़ें।

रेखा ड-ठ में, पंक्ति 7, “ग्राम कुमदा” के स्थान पर “ग्राम कुमदा” पढ़ें। और जहाँ कहीं भी “ग्राम कुमदा” प्रयुक्त हुआ हो उसके स्थान पर “ग्राम कुमदा” पढ़ें।

“-ण-क” के स्थान पर “ठ-ण-क” पढ़ें।

[फा. सं. 43015/7/95-एल. एस. डब्ल्यू./पी. आर. आई. डब्ल्यू.]
के: एस. क्रोफा, निदेशक

MINISTRY OF COAL
CORRIGENDUM

New Delhi, the 6th January, 1999

S.O. 220.—In the notification of the Government of India in the Ministry of Coal No. S.O. 1054 dated the 4th May, 1998 published at pages 1950 to 1951 of the Gazette of India, Part—II, Section—3 Sub-section (ii) dated the 30th May, 1998:—
at page 1951, In BOUNDARY DESCRIPTION;
(i) For “A-A1-B-C-D” read “A-A1-B-C-D-E-E1”.
(ii) For “EE1” read “E1-F”.

[F. No. 43015/7/95-LSW/PRIW]
K. S. KROPHA, Director

शुद्धि पत्र

नई दिल्ली, 6 जनवरी, 1999

का.आ. 221.—भारत के राजपत्र, तारीख 5 सितम्बर, 1998 के भाग 2, खंड 3, उपखंड (ii) में पृष्ठ क्रमांक 3322 से 3324 पर प्रकाशित भारत सरकार, कोयला मंत्रालय की अधिसूचना का.आ. 1748 तारीख 21 अगस्त, 1998 में:—

पृष्ठ क्रमांक 3322 अधिसूचना में:—

पंक्ति 16, “616:52 हेक्टर” के स्थान पर “516.52 हेक्टर” पढ़ें।

पंक्ति 18, “आने वाले अन्न” के स्थान पर “आने वाले क्षेत्र” पढ़ें।

अनुसूची “क” में “भास्करपारा ब्लॉक” के स्थान पर “बस्करपारा ब्लॉक” पढ़ें।

तालिका में, ग्राम का नाम स्तम्भ के नीचे

क्रम संख्या 1, “भास्करपारा” के स्थान पर “बस्करपारा” पढ़ें। और जहाँ कहीं भी “भास्करपारा” शब्द प्रयुक्त हुआ हो उसके स्थान पर “बस्करपारा” पढ़ें।

ग्राम बस्करपारा (भाग) में अर्जित किये गये प्लॉट संख्याक में :—

CORRIGENDUM

New Delhi, the 6th January, 1999

“458, 459, 464” के स्थान पर 458, 459, 464” पढ़ें।

सीमा वर्णन में

पंक्ति 5, “विन्दु ख” के स्थान पर “ग्रौर विन्दु ख1” पढ़ें। पृष्ठ क्रमांक 3324 खांडापारा (भाग) ग्राम में अर्जित किये गये प्लॉट संख्या में,

पंक्ति 5, “692, 686 / 695 (भाग)” के स्थान पर “692, 686, 695 (भाग)” पढ़ें।

कुरीडीह (भाग) ग्राम में अर्जित किए गए प्लॉट संख्या में,

पंक्ति 3, “143 (भाग), 204 (भाग)” के स्थान पर “143 (भाग), 209 (भाग)” पढ़ें।

सीमा वर्णन में, रेखा क-ख-क1

पंक्ति 2 “विन्दु ख” के स्थान पर “विन्दु “ख” पढ़ें।

रेखा ख-ग-घ के स्थान पर “ख1-ग-घ1” पढ़ें।

रेखा ख1-ग-घ में;

पंक्ति 4 “ग्राम बड़मारा” के स्थान पर “ग्राम बड़मरा” पढ़ें।

रेखा घ-ङ में;

पंक्ति 1, “ग्राम बड़मारा” के स्थान पर “ग्राम बड़मरा” पढ़ें।

रेखा “ङ-च-च1-च2-च3” के स्थान पर “ङ-च-च1-च-2-च3-छ” पढ़ें।

रेखा “छ-ज-ज-झ” के स्थान पर “छ-ज-ज1-झ” पढ़ें।

रेखा ख-ज-ज1-झ में,

पंक्ति 1 “प्लॉट सं. 718/653/1” के स्थान पर “प्लॉट सं. 718, 653/1” पढ़ें।

रेखा झ-ज-ज1 में,

पंक्ति 2, विन्दु “ज” के स्थान पर “विन्दु “ज1” पढ़ें।

रेखा “ज1-ट-ड-ड-क” के स्थान पर “ज1 ट-ड-ड-क” पढ़ें।

[फा.सं. 43015/14/95-एल.एम. डब्ल्यू/पी आर आई डब्ल्यू] के.एस. क्रोफा, निदेशक

S.O. 221 In the notification of the Government of India in the Ministry of Coal number S.O. 1748, dated the 21st August, 1998 published at pages 3325 to 3327 of the Gazette of India Part-II, Section 3, Sub-Section (ii) dated the 5th September, 1998:—

(A) at page 3325,- In notification,

(i) Line 9, for “5.85 hectares” read “5.86 hectares”,

(ii) Line 17, for “lands measuring” read “land measuring”

(iii) In total, for “19.48 acres” read “14.48 acres”.

(B) at page 3326 - In the heading ‘plot numbers acquired in village Khandapara (Part),

(i) line 1, for “104(Part), 104(Part)” read “103 (Part), 104 (Part)”,

(ii) In the heading ‘plot numbers acquired in village Kurridih (Part),

line 1, for “to 20, 21(Part) 26(Part), 26 to 34” read “1 to 20, 21(Part), 26(Part), 27 to 34”.

(C) at page 3327

(i) line 1 for “5x to 83” read “50 to 83”,

(ii) line 1, for “91 to 102, 1033(Part), 104” read “91 to 102, 103(Part),

(iii) line 2, for “132(Part)” read “13 (Part)”,

(iv) line 2, for “143(Part), 109(Part)” read “143 (Part), 209(Part)”.

[No. 43015/14/95-LSW/PRIW]

K.S. KROPHA, Director

नई दिल्ली, 6 जनवरी, 1999

का.आ. 222.—केन्द्रीय सरकार, सरकारी स्थान (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का अधिनियम 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, नीचे सारणी के स्तम्भ (1) में उल्लिखित अधिकारी को, जो सरकार के राजपत्रित अधिकारी की पंक्ति के समतुल्य अधिकारी है, उक्त अधिनियम के प्रयोजन के लिए सम्पदा अधिकारी नियुक्त करती है, जो उक्त सारणी के स्तम्भ (2) में विनिर्दिष्ट सरकारी स्थानों के प्रयोगों की

बाबत अपनी अधिकारिता की सीमाओं के भीतर इस अधिनियम द्वारा या इसके अधीन सम्पदा अधिकारी को प्रदत्त शक्तियों और अधिरोपित कर्तव्यों का पालन करेगा :—

सारणी

अधिकारी का पद नाम (1)	सरकारी स्थानों के प्रवर्ग और अधिकारिता की स्थानीय सीमा (2)
उप मुख्य इंजीनियर (सी) , कोल इंडिया लिमिटेड, 10 नेताजी सुभाष रोड, कलकत्ता--700001	(क) 10, नेताजी सुभाष रोड, कलकत्ता, 15, गरियाहाट रोड, कलकत्ता, पी-225 सी आर्डी टी स्कीम, 7--एम, ई--ग्रार, उल्ताडांगा स्थित कोल इंडिया लिमिटेड की भूमि और भवन तथा बिधान नगर (साल्ट लेक), नार्थ एंड साउथ, 24 परगना, पश्चिम बंगाल। (ख) दनकुनी कोल कॉम्प्लेक्स, हुगली जिला, पश्चिम बंगाल के कारखाने और तगरोधेवा में स्थित कोल कॉम्प्लेक्स कोल इंडिया लिमिटेड, दनकुनी की भूमि और भवन। (ग) आसाम के सिक्ससागर, तिनसुकिया जिले में मार्घेरिता स्थित और नांगलबिबरा, वैस्ट गारो हिल्स, मेघालय स्थित नार्थ ईस्टर्न कोलफील्ड्स, कोल इंडिया लिमिटेड की सभी भूमि और भवन।

[फा. सं. 49013/3/98—पी. आर. आर्डी. डब्ल्यू.]
के. एस. क्रोफा, निदेशक

New Delhi, the 6th January, 1999

S.O. 222.—In exercise of the power conferred by Section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (Act, 40 of 1971) the Central Government hereby appoints the officer mentioned in col. (1) of the Table below being an officer equivalent to rank the rank of Gazetted Officer in the Government, to be Estate Officer for the purpose of the said Act, who shall exercise the powers conferred and perform the duties imposed on Estate Officer by or under this Act within the limits of his jurisdiction in respect of the categories of Public Premises specified in Col. 2 of the said Table :

TABLE

Designation of the Officer 1	Categories of Public Premises and local limit of jurisdiction 2
Dy. Chief Engineer (C), Coal India Limited, 10, Netaji Subhas Road, Calcutta-700001	(a) Lands and Buildings of Coal India Ltd.. At 10, Netaji Subhas Road, Calcutta At 15, Gariahat Road, Calcutta, P-225 CI Scheme, VII-M, E-R, Ultadanagar and Bidhan Nagar (Salt Lake), North & South 24. Parganas in West Bengal. (b) Lands and Buildings of Dankuni Coal Complex, Coal India Limited at the factory and township areas of Dankuni Coal Complex in the district of Hooghly, West Bengal. (c) All lands and buildings of North East Eastern Coalfields, Coal India Limited at Margherita in the district of Tinsukia, Sibsagar of Assam and Nagalbibra, West Garo Hills, Me- ghalaya.

[No. 49013/3/98-PRIW]
K. S. KROPHA, Director

नई दिल्ली, 7 जनवरी, 1999

का. आ. 223 :—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 7 की उपधारा (1) के अधीन जारी की गई भारत सरकार के कोयला मंत्रालय की अधिसूचना सं. का. आ. 822 तारीख 10 मार्च, 1997 को भारत के राजपत्र, भाग II, खंड 3, उपखंड (ii) तारीख 29 मार्च, 1997 के पृष्ठ 1743 से 1945 पर प्रकाशित की गई थी द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि में और उस पर के अधिकार के अर्जन करने के अपने प्रयास की सूचना दी थी ;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 8 के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केन्द्रीय सरकार का, पूर्वोक्त रिपोर्ट पर विचार करने के पश्चात् और मध्य प्रदेश सरकार से परामर्श करने के पश्चात् यह समाधान हो गया है कि :—

(क) इससे संलग्न अनुसूची "क" में वर्णित 4.392 हेक्टर (लगभग) या 10853 एकड़ (लगभग) माप वाली भूमि; और

(ख) इससे संलग्न अनुसूची "ख" में वर्णित 300.165 हेक्टर (लगभग) या 741.738 एकड़ (लगभग) माप वाली भूमि में खनिजों के खनन, खदान, बोर करने, निष्कासन के लिए खुदाई और तलाश करने, उन्हें प्राप्त करने, उन पर कार्य करने और उन्हें ले जाने के अधिकार अर्जित किये जाने चाहिए।

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 9 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि :—

(क) कि इससे संलग्न अनुसूची "क" में वर्णित 4.392 हेक्टर (लगभग) या 10.953 एकड़ (लगभग) माप वाली भूमि; और

(ख) अनुसूची "ख" में वर्णित 300.165 हेक्टर (लगभग) या 741.738 एकड़ (लगभग) में खनिजों के खनन, खदान, बोर करने, निष्कासन के लिए खुदाई करने और तलाश करने, उन्हें प्राप्त करने, उन पर कार्य करने, और उन्हें ले जाने के अधिकार अर्जित किए जाते हैं।

इस अधिसूचना के अधीन अपने आने वाले क्षेत्र की रेखांक संख्यांक सी—1 (डी) iii/जी आर/634—0997 तारीख 16 सितम्बर, 1997 वाले रेखांक का निरीक्षण कलक्टर छिदवाड़ा (मध्य प्रदेश) के कार्यालय में या कोयला नियंत्रक 1, काउंसिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में; या वेस्टर्न कोलफील्ड्स लिमिटेड (राजस्व अनुभाग), कोल इस्टेट, सिविल लाइन्स नागपुर/महाराष्ट्र के कार्यालय में किया जा सकता है।

अनुसूची "क"

नेहरिया ब्लाक

पंच क्षेत्र

जिला छिदवाड़ा (मध्य प्रदेश)

रेखांक सं. सी—1 (डी) iii/जी आर/634—0997 तारीख 16 सितम्बर, 1997
सभी अधिकार

क्रम सं.	ग्राम का नाम	पटवारी सर्किल सं.	बंदोबस्त सं.	तहसील	जिला	क्षेत्रफल हेक्टर में	टिप्पणियां
1.	नेहरिया	18	303	परासिया	छिदवाड़ा	4.392 भाग	

कुल क्षेत्र 4.392 हेक्टर (लगभग)

या

10853 एकड़ (लगभग)

ग्राम नेहरिया में अर्जित किए गए प्लॉट संख्यांक :—156, 157/1, 157/2, 157/3, 157/4, 158, 162/1
भाग, 162/3 भाग, 162/4 भाग, 162/5 भाग, 218, 221 भाग।

सीमा वर्णन :-

झ-इ-च

रेखा "झ" बिन्दु से आरम्भ होती है और प्लॉट सं. 221, 157/4, 157/3, 156, 157/1, 157/2, 162/1, 162/5 की बाह्य सीमा के साथ-साथ ग्राम नेहरिया से होकर जाती है और बिन्दु "च" पर मिलती है।

च-छ-ज-झ

रेखा ग्राम नेहरिया में प्लॉट सं. 162/5, 162/4 से होकर जाती है इसके पश्चात् प्लॉट सं. 162/1, 162/2, 163/3 के बाहरी सीमा के साथ-साथ आगे बढ़ती है तत्पश्चात् प्लॉट सं. 157/2, 157/1, 158, 218, 221 और प्लॉट सं. 221 में की बाह्य सीमा के साथ-साथ जाती है और आरंभिक बिन्दु "झ" पर मिलती है।

अनुसूची "ख"

नेहरिया ब्लाक

पंच क्षेत्र

जिला छिदवाड़ा (मध्य प्रदेश)

रेखांक सं. सी-1(ई) III/जी आर/634--0997, तारीख 16 मिनम्बर, 1997

खनन अधिकार

क्रम	ग्राम	वन	वन का	पटवारी	बंदोबस्त	तहसील	जिला	क्षेत्र हेक्टर	टिप्पणियां
सं.	का नाम	का नाम	पार्टमेंट सं.	सकिल सं.	सं.			में	
1.	नेहरिया	—	—	18	303	परासिया	छिदवाड़ा	110.157	भाग
2.	—	नेहरिया	740	—	—	परासिया	छिदवाड़ा	190.008	भाग
		सरकारी वन							
		(परासिया रेंज)							

कुल क्षेत्र 300.165 हेक्टर (लगभग)

या

741.738 एकड़ (लगभग)

ग्राम नेहरिया में अर्जित किए जाने वाले प्लॉट संख्यांक 15/1 भाग, 15/2 भाग, 16 भाग, 17, 18/1, 18/2, 19/1, 19/2, 19/3, 19/4, 19/5, 20, 21, 22 भाग, 23, से 33, 34/1, 34/2, 35, 36, 37/1, 37/2, 37/3, 37/4, 38 भाग, 39/1 भाग, 39/2, 39/3, 39/4 भाग, 39/5, 40/1, 40/2, 40/3, 40/4, 41 भाग, 42, 43, 44/1, 44/2, 45, 46 भाग, 57 भाग, 58 भाग, 60/2, 61 भाग, 63/2 भाग, 64/1, 64/2, 78/1 भाग, 78/2 भाग, 78/3 भाग, 78/4 भाग, 86 भाग, 87, 88, 89 भाग, 90 भाग, 95 भाग, 96 भाग, 97 भाग, 98 से 100, 101/1, 101/2, 101/3 102 से 104, 105/1, 105/2, 106, 107, 108/1, 108/2, 109 से 112, 113/1, 113/2, 113/3, 114, 115/1, 115/2, 116 से 121, 122/1, 122/2, 123, 124, 125/1, 125/2, 126 से 136, 137/1, 137/2, 138 से 144, 145/1, 145/2, 146, 147/1, 147/2, 148 से 155, 177 भाग, 183 भाग, 184 भाग, 185 भाग, 186, 187/1, 188/2, 187/3 भाग, 188, 189, 190/1, 190/2, 191, 192 भाग, 193 भाग, 200 भाग। नेहरिया सरकारी वन (परासिया रेंज) में अर्जित किए जाने वाले कम्पार्टमेंट सं. 740

सीमा वर्णन :-

क-ख

रेखा बिन्दु "क" से आरम्भ होती है और प्लॉट सं. 64/2 की बाह्य सीमा के साथ-साथ प्लॉट सं. 63/2, 39/1, 61 में ग्राम नेहरिया से होकर जाती है, इसके पश्चात् प्लॉट सं. 60/2 की बाह्य सीमा के साथ-साथ प्लॉट सं. 39/4, 58, 41, 57, 46 में होती हुई जाती है तत्पश्चात् प्लॉट सं. 45 की बाह्य सीमा के साथ-साथ प्लॉट सं. 2, 2, 15/2, 15/1, 16 में होती हुई बिन्दु "ख" पर मिलती है।

ख-ग

रेखा नेहरिया सरकारी वन (परासिया) रेंज) कम्पार्टमेंट सं. 740 से होती हुई जाती है और बिन्दु "ग" पर मिलती है।

ग-घ-ङ

रेखा नेहरिया सरकारी वन (परासिया रेंज) से होती हुई जाती है उसके पश्चात् नेहरिया सरकारी वन (परासिया रेंज) कम्पार्टमेंट सं. 740 की बाह्य सीमा के साथ-साथ आगे बढ़ती है और नेहरिया सरकारी वन (परासिया रेंज) कम्पार्टमेंट सं. 740 से होती हुई जाती है तत्पश्चात् नेहरिया सरकारी वन (परासिया रेंज) कम्पार्टमेंट सं. 740 और ग्राम नेहरिया की सम्मिलित सीमा के साथ-साथ आगे बढ़ती है और बिन्दु "ङ" पर मिलती है।

ङ-च-क

रेखा प्लॉट सं. 155, 147/1, 147/2, 146 की बाह्य सीमा के साथ-साथ प्लॉट सं. 177, 183, 184, 187/3 में ग्राम नेहरिया से होती हुई जाती है और प्लॉट सं. 177/3 की बाह्य सीमा के साथ-साथ प्लॉट सं. 193, 192, 20 में होती हुई जाती है इसके पश्चात् प्लॉट सं. 87 की बाह्य सीमा साथ-साथ जाती है तब केवल प्लॉट सं. 86 को भागतः पार करती है और भागतः प्लॉट सं. 89 से होकर प्लॉट सं. 90, 97, 95, 96, 78/3, 78/2, 78/4, 78/1, 38 में होती हुई प्लॉट सं. 64/1, 64/2 की बाह्य सीमा के साथ-साथ जाती है और आरंभिक बिन्दु "क" पर मिलती है।

[फा. सं. 43015/18/95-एल. एस. डब्ल्यू./पी.आर.आई. डब्ल्यू]

के. एस. क्रोफा, निदेशक

New Delhi, the 7th January, 1999

S.O. 223.—Whereas by the notification of the Government of India in the Ministry of Coal number S.O. 822, dated the 10th March, 1997, issued under sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published at pages 1746 to 1748 in Part II, Section 3, Sub-section (ii) of the Gazette of India, dated the 29th March, 1997, the Central Government gave notice of its intention to acquire the lands and rights in the locality specified in the Schedule annexed to that notification :

And whereas the competent authority in pursuance of section 8 of the said Act has made his report to the Central Government;

And whereas the Central Government, after considering the said report and after consulting the Government of Madhya Pradesh, is satisfied that,—

- (a) the lands measuring 4.392 hectares (approximately) or 10.853 acres (approximately) in All Rights described in Schedule 'A' appended hereto; and
- (b) the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the lands measuring 300.165 hectares (approximately) or 741.738 acres (approximately) in Mining Rights described in Schedule 'B' appended hereto,

should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 9 of the said Act, the Central Government hereby declares that—

- (a) the lands measuring 4.392 hectares (approximately) or 10.853 acres (approximately) in All rights described in the said Schedule 'A' appended hereto; and
- (b) the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the lands measuring 300.165 hectares (approximately) or 741.738 acres (approximately) in Mining Rights, described in schedule 'B' appended hereto,

are hereby acquired.

The plan bearing number C-1 (E)III/GR/634-0997, dated the 16th September, 1997, of the area covered by this notification may be inspected in the office of the Collector, Chhindwara (Madhya Pradesh) or in the office of the Coal Controller, 1, Council House Street, Calcutta or in the Office of the Western Coalfields Limited (Revenue Section) Coal Estate, Civil Lines, Nagpur-440001 (Maharashtra).

SCHEDULE 'A'
NEHERIA BLOCK
PENCH AREA
DISTRICT CHHINDWARA (MADHYA PRADESH)

Plan No. C-I(E)III/GR/634-0997, dated the 16th September, 1997.

All Rights

Sl. No.	Name of village	Patwari circle number	Settlement number	Tahsil	District	Area in hectares	Remarks
1	2	3	4	5	6	7	8
1.	Neheria	18	303	Parasia	Chhindwara	4.392	Part
						Total Area	4.392 hectares (approximately) or 10.853 acres (approximately)

Plot numbers acquired in village Neheria :—

156, 157/1, 157/2, 157/3, 157/4, 158, 162/1 Part, 162/3 Part, 162/4 Part, 162/5 Part, 218, 221 Part.

Boundary description :

I-E-F- : Line starts from point 'I' and passes through village Neheria along the outer boundary of plot numbers 221, 157/4, 157/3, 156 157/1, 157/2, 162/1, 162/5 and meets at point 'F'.

F-G-H-I : Line passes through village Neheria in plot numbers 162/5, 162/4, then proceeds along the outer boundary of plot number 162/1, in plot numbers 162/1, 162/3, then passes along the outer boundary of plot numbers 157/2, 157/1, 158, 218, 221 and in plot number 221 and meets at starting point 'I'.

SCHEDULE 'B'
NEHERIA BLOCK
PENCH AREA
DISTRICT CHHINDWARA (MADHYA PRADESH)

Plan No. C-I(E) III/GR/634-0997, dated the 16th September, 1997.

Mining Rights

Sl. No.	Name of village	Name of Forest	Forest compartment number	Patwari circle number	Settlement number	Tahsil	District	Area in hectares	Remarks
1	2	3	4	5	6	7	8	9	10
1	Neheria	—	—	18	303	Parasia	Chhindwara	110.157	Part
2	—	Neheria Government Forest (Parasia Range)	740	—	—	Parasia	Chhindwara	190.008	Part

Total Area : 300.165 hectares (approximately)
or
741.738 acres (approximately)

Plot numbers acquired in village Neheria :—

15/1 Part, 15/2 part, 16 part, 17, 18/1, 18/2, 19/1, 19/2, 19/3, 19/4, 19/5, 20, 21, 22 part, 23 to 33, 34/1, 34/2, 35, 36, 37/1, 37/2, 37/3, 37/4, 38 part, 39/1 part, 39/2, 39/3, 39/4 part, 39/5, 40/1, 40/2, 40/3, 40/4, 41 part, 42, 43, 44/1, 44/2, 45, 46 part, 57 part, 58 part, 60/2, 61 part 63/2 part 64/1, 64/2, 78/1 part, 78/2 part, 78/3 part, 78/4 part, 86 part, 87, 88, 89 part, 90 part, 95 part, 95 part, 97 part, 98 to 100, 101/1, 101/2, 101/3, 102 to 104, 105/1, 105/2, 106, 107, 108/1, 108/2, 109 to 112, 113/1, 113/2, 113/3, 114, 115/1, 115/2, 116 to 121, 122/1, 122/2, 123, 124, 125/1, 125/2, 126 to 136, 137/1, 137/2, 138 to 144, 145/1, 145/2, 146, 147/1, 147/2, 148 to 155, 177 part, 183 part, 184 part, 185, 186, 187/1, 187/2, 187/3 part, 188, 189, 190/1, 190/2, 191, 192 part, 193 part, 200 part.

Compartment number of Neheria Government Forest (Parasia Range) acquired :—

740 part.

Boundary description :

- A-B :** Line starts from point 'A' and passes through village Neheria along the outer boundary of plot number 64/2, in plot numbers 63/2, 39/1, 61, passes along the outer boundary of plot number 60/2, in plot numbers 39/4, 58, 41, 57, 46, along the outer boundary of plot number 45, in plot numbers 22, 15/2, 15/1, 16 and meets at point 'B'.
- B-C :** Line passes through Neheria Government Forest (Parasia Range), compartment number 740 and meets at point 'C'.
- C-D-E :** Line passes through Neheria Government Forest (Parasia Range), compartment number 740 then proceeds along the outer boundary of Neheria Government Forest (Parasia Range) compartment number 740 and passes through Neheria Government Forest (Parasia Range), compartment number 740, then proceeds along the common boundary of Neheria Government Forest (Parasia Range), compartment number 740 and village Neheria and meets at point 'E'.
- E-FIA :** Line passes through village Neheria along the outer boundary of plot numbers 155, 147/1, 147/2, 146 in plot numbers 177, 183, 184, 187/3 and along the outer boundary of plot number 187/3, in plot numbers 193, 192, 200, along the outer boundary of plot number 87, in plot number 86 then proceeds partly along and partly through plot number 89, in plot numbers 90, 97, 95, 96, 78/3, 78/2, 78/4, 78/1, 38 along the outer boundary of plot numbers 64/1, 64/2, and meets at starting point 'A'.

[No. 43015/18/95-LSW/PRIW]

K. S. KROPHA, Director

शुद्धि-पत्र

नई दिल्ली, 8 जनवरी, 1999

का. आ. 224.—भारत के राजपत्र तारीख 17 अक्टूबर, 1998 के भाग 2, खंड-3, उपखंड (ii) में पृष्ठ क्रमांक 3859 पर प्रकाशित भारत सरकार, कोयला मंत्रालय, की अधिसूचना का. आ. 2051, तारीख 22 सितम्बर, 1998 में :—

पृष्ठ क्रमांक 3859 अधिसूचना में

पंक्ति 5 और 6, "खादान और बोर करने, उनकी खुदाई और" के स्थान पर "खादान, बोर करने, उनकी खुदाई और" पढ़ें।

पंक्ति 19 और 20, "सीपल रोड" के स्थान पर "सीपल रोड" पढ़ें।

तालिका में, ग्राम का नाम स्तंभ के नीचे,

क्र. सं. 1, बरगवां के स्थान पर बरगवां पढ़ें। और जहां कहीं भी "बरगवां" शब्द प्रयुक्त हुआ हो उनके स्थान पर बरगवां पढ़ें।

ग्राम बरगवां (भाग) में अजित किये गये प्लॉट सं. में, पंक्ति 4, "329 (भाग), 330 से 34," के स्थान पर "329 (भाग), 330 से 349" पढ़ें।

[का. सं. 43015/3/97-एनएसडी/गोप्रारप्रॉडिडल्यू]

के. एस. क्रोफा, निदेशक

CORRIGENDUM

New Delhi, the 8th January, 1999

S.O.224.—In the notification of the Government of India in the Ministry of Coal number S.O. 2051 dated the 22nd September, 1998, published at pages 3860 to 3861 in Part II, Section 3, Sub-Section (ii) of the Gazette of India, dated the 17th October, 1998, at page 3861, in the Schedule,—

for "1. plot numbers acquired in village Bargaman(Part)",

read "1. plot numbers acquired in village Bargawan(part)".

[No. 43015/3/97-LSW/PRIW]

K.S. KROPHA, DIRECTOR

शुद्धि-पत्र

नई दिल्ली, 8 जनवरी, 1999

(ii) under the heading "Boundary description", against Sub-heading 'C-A', in line 2, for "village Chairotai" read "village Bhairotai".

[No.43015/13/98-PRIW]

K.S. KROPHA, Director

का. आ. 225.—भारत के राजपत्र, तारीख 5 सितम्बर, 1998 के भाग 2, खंड-3, उपखंड (ii) में पृष्ठ क्रमांक 3320 से 3321 पर प्रकाशित, भारत सरकार कोयला मंत्रालय की अधिसूचना का. आ. 1747 तारीख 20 अगस्त, 1998 में :—

श्रम मंत्रालय

पृष्ठ क्रमांक—3320, अधिसूचना में,

नई दिल्ली, 21 दिसम्बर, 1998

पंक्ति 2, "कोयला अभिप्राप्त" के स्थान पर "कोयला अभिप्राप्त" पढ़ें।

अनुसूची में,

पंक्ति 1, "बांकी-सुराखठार" के स्थान पर "बांकी सुराखठार" पढ़ें।

तालिका में, पटवारी हल्का नं. स्तंभ के नीचे,

क्रम संख्या 1, "58" के स्थान पर "50" पढ़ें।

तालिका में, ग्राम का नाम स्तंभ के नीचे,

क्रम संख्या 2, "गोबरा" के स्थान पर "गोबरा" पढ़ें।

"कुल 93.487 हेक्टर" के स्थान पर "कुल 93.407 हेक्टर" पढ़ें।

पृष्ठ क्रमांक—3321, सीमा दर्शन में, रेखा क-ख-ग,

पंक्ति 1, "रेखा भैरोताल" के स्थान पर "रेखा भैरोताल" पढ़ें।

पंक्ति 2, "भैरोताल गोबरा" के स्थान पर "भैरोताल गोबरा" पढ़ें।

रेखा ग-क में,

पंक्ति 1, "रेखा गोबरा" के स्थान पर "रेखा गोबरा" पढ़ें।

[सं. 43015/13/98 पी.आर.आई.डब्ल्यू]
के. एस. क्रोफा, निदेशक

CORRIGENDA

New Delhi, 8th January, 1999

S.O. 225.—In the notification of the Government of India in the Ministry of Coal number S.O. 1747 dated the 20th August, 1998, published at page 3321 in Part II, Section 3, Sub-Section (ii) of the Gazette of India, dated the 5th September, 1998,—

(i) in line 3, for "Coal Bearing Area" read "Coal Bearing Areas",

83 GI/99-17

का. आ. 226.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल रेलवे, झांसी के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-12-1998 को प्राप्त हुआ था।

[सं. एल.—41012/105/96—आई आर (बी) / बी. I]
सनातन, डेस्क अधिकारी

MINISTRY OF LABOUR

New Delhi, the 21st December, 1998

S.O. 226.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Central Railway, Jhansi and their workman, which was received by the Central Government on 18-12-1998.

[No. L-41012/105/96-IR(B)/B.I.]

SANATAN, Desk Officer

ANNEXURE

BEFORE SHRI B. K. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, DEOKI PALACE ROAD, PANDU NAGAR, KANPUR

Industrial Dispute No. 130 of 1997

In the matter of Dispute between :

Achchhey Lal,
S/o Govindi Gram and Post Gadhmau,
District Jhansi.

AND

Senior Divisional Engineer,
Central Railway, Jhansi.

AWARD

1. Central Government, Ministry of Labour New Delhi vide its Notification No. L-41012/105/96-IR(B) dated 30-7-97 has referred the following dispute for adjudication to this Tribunal :

"क्या वरिष्ठ मण्डल अभिगता (सी) मध्य रेलवे झांसी के द्वारा श्री अरुण लाल, आत्मज श्री गोविन्दी गंगमैन को दिनांक 29-8-92 से निष्कासित करना न्यायोचित है? यदि नहीं तो संबंधित कर्मकार किस अनुतोष का हकदार है?"

1. सम्बन्धित श्रमिक अष्टलू नाम गैंगौन के पद पर सी. पी. डब्ल्यू. आई. (याई) के अधीन भांसी रेलवे स्टेशन पर तैनात था। प्रार्थी का कथन है कि वह 5-9-90 से बिमार पड़ गया जिसकी वजह से वह ड्यूटी नहीं कर सका।

2. सेवायोजक ने प्रार्थी को आरोप चार्जशीट 20-4-91 को दिया और घरेलू जांच करने के बाद उसको सेवा से निकाल दिया इसके विरुद्ध सम्बन्धित श्रमिक ने यह अभिनिर्णय कराया है।

3. अपने लिखित कथन में सम्बन्धित श्रमिक घरेलू जांच की वैधता को चुनौती दी है। जबकि सेवायोजक ने कहा है की गई है।

4. मैंने पलावली का अवलोकन किया घरेलू जांच से सम्बन्धित अभिलेख भी देखे सम्बन्धित श्रमिक ने अधिकृत प्रतिनिधि के बहाने बहस के दौरान यह बात कही है कि वह घरेलू जांच की वैधता को चुनौती नहीं देते बल्कि दण्ड के सम्बन्ध में बहस कराना चाहते हैं।

5. उपरोक्त तथ्य के आधार पर मैं इस निष्कर्ष पर पहुँचता हूँ कि घरेलू जांच सही ढंग से की गई। सम्बन्धित श्रमिक के अधिकृत प्रतिनिधि तक ने यह तर्क रखा है कि गैर हाज़िर रहने के सम्बन्ध में जो दुराचरण बनता है उस पर तो सेवा समाप्ति का आदेश दण्ड स्वरूप बहुत ज्यादा है।

6. इस सम्बन्ध में उन्होंने *Upiron India Ltd. v/s Laxmi Saran 1998 (79) F.L.R. 2333* का हवाला दिया, इस व्यवस्था के आधार पर वह अन्यथा मैं वह समझता हूँ कि इस दुराचरण के लिए सेवा समाप्ति का आदेश Shocking disproportionate है। मेरे विचार से इस दुराचरण के लिए एक इन्किमेंट रोकना पर्याप्त है।

7. अतः मेरा अभिनिर्णय है सम्बन्धित श्रमिक का सेवा समाप्ति का आदेश विनांक 29-8-92 सही नहीं है। अतः इसको निरस्त किया जाता है। सम्बन्धित श्रमिक का दण्ड स्वरूप एक वेतन वृद्धि रोक दी जाती है। अतः वह सेवा में पुनः स्थापित होने का तथा पूरा वेतन पाने का अधिकारी है।

कापी एवार्ड की भारत सरकार श्रम मंत्रालय, नई दिल्ली को प्रकाशनार्थ हेतु प्रेषित की जाती है।

बी. के. श्रीवास्तवा, पीठासीन अधिकारी

नई दिल्ली, 21 दिसम्बर, 1998

का. प्रा. 227 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में,

केन्द्रीय सरकार नोर्दन रेलवे, मुराबाबाद के प्रबन्धन के सम्बन्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-12-1998 को प्राप्त हुआ था।

[सं. एल.-41012/194/96-आई. आर. (बी. I)]
सनातन, डेस्क अधिकारी

New Delhi, the 21st December, 1998

S.O. 227. -In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Northern Railway, Muradabad and their workman, which was received by the Central Government on 18-12-1998.

[No. L-41012/194/96-IR(B.I.)]
SANATAN, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER,
CENTRAL-GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 112 of 1997

In the matter of dispute between :

Israr Ahmad,
Son of Noor Mohammad,

C/o Sri Hatirali residence of E-34-C-Behind Railway
Canteen Station Road, Moradabad, U.P.

AND

Divisional Railway Manager,
Northern Railway, Moradabad.

APPEARANCES :

Noorhasan—for the workman and H. Quereshi—for the
Railway.

AWARD

1. Central Government, Ministry of Labour vide notification No. L-41012/142/96-I.R. (B-1) dated 22-7-97 has referred the following dispute for adjudication to this tribunal :—

Whether the action of the management of DRM, N. Railway, Moradabad in terminating the services of Sri Israr Ahmad, Excasual Labour w.e.f. 16-5-81 is just fair and legal? If not, what relief he is entitled and from what date?

2. The case of the concerned workman Israr Ahmad is that he was engaged as a Chainman on 15-9-77 as casual labour under DRM, Moradabad. He worked upto 15-5-89, thereafter his services were terminated illegally in breach of provisions of Section 25F of Industrial Disputes Act, 1947. He made repeated representations against the arbitrary act, even one M. P. Sri Harish Rawat by name had also recommended in 1988. But no heed was paid.

3. The opposite party has filed reply in which it has been alleged that the concerned workman did not work as alleged by him. The certificate is forged one. Question of breach of provisions of Section 25F of I.D. Act does not arise.

4. In the rejoinder nothing new has been alleged.

5. In support of his case the concerned workman Mohd. Israr has examined himself W.W.1 besides Ext. W-1 to W-13 documents have been filed by him. He has alleged that

he had continuously worked from 5-1-77 to 15-5-89. No retrenchment compensation and notice pay was given to him. Even juniors to him Yayha Khan, Girdhar Gopal, Bhoop Singh and Ahmad Ali were working when he was removed from the services. Khem Singh Negi, M.W.I has denied this fact.

6. From the above evidence it will be apparent that there is no evidence to explain the delay. The reference is old by 15 years. It is settled law that this tribunal should not Disputes Act, 1947 (14 of 1947), the Central Government explanation. In the instant case too in the absence of satisfactory explanation for delay in raising the present dispute the claim is stale and as such it needs no adjudication. In the end my award is that because of stale claim the merit of the claim need not be determined and the concerned workman is not entitled for any relief on this score.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 22 दिसम्बर, 1998

का. आ. 228 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल रेलवे, पूने के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, पूने के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-12-1998 को प्राप्त हुआ था।

[सं. एल.—41012/70/96—आई आर (बी. I)]
सनातन, डेस्क अधिकारी

New Delhi, the 22nd December, 1998

S.O. 228.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Pune as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Central Railway, Pune and their workman, which was received by the Central Government on 21-12-1998.

[No. L-41012/70/96-IR(B.I.)]
SANATAN, Desk Officer

ANNEXURE

BEFORE SHRI S. G. KADAM, INDUSTRIAL TRIBUNAL,
PUNE

Reference (IT) No. 23/1997

BETWEEN

The Dy. Chief Engineer (Const.),
Central Railway,
Pune-411001.

...First Party.

AND

The Workmen employed
under them.
In the matter of : General Demands.

...Second Party.

APPEARANCES :

Shri V. D. Bapat, Advocate for the First Party.
Second Party absent.

This is a reference made by the Central Government in exercise of the powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947.

2. The parties were served duly by notice. The matter was fixed for submitting Statement of Claim by the Second Party on 29-8-97 and for filing Written Statement by the First Party on 10-9-97. However, the Second Party has not appeared in this matter though the Second Party was duly

served. Thereafter, the First Party has filed application below Exhibit C-4 and has prayed that, the reference be dismissed. Thereafter, the matter was adjourned from time to time. In order to give proper opportunity to the Second Party from 12-3-98 onwards. However, on last five dates the Second Party failed to remain present in this matter. Therefore, I proceed to pass the following award.

AWARD

(1) The Award is disposed off for want of prosecution.

(2) No order as to cost.

Pune,

Dated, 13-8-1998.

S. G. KADAM, Industrial Tribunal

नई दिल्ली, 30 दिसम्बर, 1998

का. आ. 229 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय जीवन बीमा निगम के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-12-98 को प्राप्त हुआ था।

[सं. एल.—1701 1/101/90—आई आर (बी-II)]
सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 30th December, 1998

S.O. 229.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Life Insurance Corporation of India and their workman, which was received by the Central Government on 28-12-1998.

[No. L-17011/101/90-IR(B-II)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL CUM LABOUR
COURT, BANGALORE

Dated 10th December, 1998

PRESENT :

Justice R. Ramakrishna, Presiding Officer.

C.R. No. 48/90

I PARTY

The General Secretary,
National Life Insurance Employees
Association,
No. 119, East Vaidyanathapuram,
Ramamurthy Street,
Madurai-625018.

II PARTY

The Divisional Manager,
L.I.C. of India,
P. B. No. 18, Bridge Station Road,
Sellur,
Madurai-625001.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and sub-section 2A of the section 10 of the Industrial disputes Act, 1947 has referred this dispute for adjudication on the following schedule vide Order No. L-17011/101/90-IR(B-II) dated 4-9-90.

SCHEDULE

"Whether the action of the management of Life Insurance Corporation of India is justified in refusing payment of overtime allowance to their jeep and mobile van drivers for work done by them in excess of 8 hours a day? If not, to what relief the concerned workmen are entitled?"

2. The General Secretary of the Association espoused the cause of Jeep Drivers and Mobile Van Drivers and rised this dispute. The first party diligently filed the claim statement on 11-1-90. The second party filed their counter statement on 11-3-91. The parties have shown some interest in the beginning of the case and later they started absenting themselves along with their learned advocates. Some interlocutory applications were filed which resulted in substantial time consumption which applications had no direct bearing on the points at issue. The lack of interest was a continuous one from the year 1991 up to 1998. This tribunal on the basis of the pleadings has not framed any additional issues. The parties are directed to lead the evidence to substantiate the averments as the point for determination was covered by the schedule to the reference. It was also made clear that all other subsidiary issues will be considered at the time of final arguments on merits.

3. It is most unfortunate that due to lack of interest by the parties and their advocates in prosecuting this dispute and unplaced sympathy shown by this tribunal in accommodating the parties and advocates resulted in dragging this proceeding unnecessarily. So we have to blame ourselves for this sorry state of affairs.

4. Later this tribunal restructured and issued notices by RPAD to both parties. They have acknowledged the receipt of notice, but failed to appear before the tribunal. Therefore this tribunal decided to adjudicate the dispute on the available materials subject to their admissibility.

5. The first party workman in their claim statement have contended that they were required to work in excess of 8 hours a day and therefore they were entitled to overtime wages twice the normal rate of wages. Though the second party was extending these benefits, the same was deprived from January 1975, on the basis of fresh interpretation of a circular order of 1971 issued by the Executive Director of the Corporation. They have further contended that the second party corporation being a statutory All India Corporation having uniform conditions of service and terms of employment, any change occurred in one place is applicable to all the branches. They have placed reliance on an award passed by a learned Presiding Officer of CGIT/Calcutta on the question which is involved in this reference.

6. The second party in the counter statement initially contended that the amendment of overtime are determined under Regulation 4 of the staff Regulations which can not be amended as the same having statutory force. Their other contention was that there is delay and latches, as their demand w.e.f. January 1975 is a stale and belated claim. It is their further contention that this tribunal lacks territorial jurisdiction for the said dispute as the parties are placed in Madurai. One more contention of the second party, subsequent to settlement dated 20-6-1970 is that there was no demand for overtime or discomfort allowance, but in the year 1974, two settlements came into existence which totally covers the drivers demand.

7. However they contended that the term :

"Overtime will be allowed only for the number of hours for which they are required to drive the Jeep or Mobile Van in excess of eight hours."

As being interpreted the actual driving i.e. movement of vehicle should be more than 8 hours.

8. Their main reliance is on the circular No. ZD/211/ASP/71 dated 9-11-1971 and circular No. ZD/304/ASP/73 dated 10-7-1973. These two circulars are Annexed to this award.

9. The workman of the first party have strongly relied on the award of CGIT/Calcutta in reference No. 24/90. The learned Presiding Officer Shri M. P. Singh has in fact considered all the aspects raised by the second party in their defence and rejected their contention in toto. The learned Presiding Officer also taken into consideration section 9A of the Industrial disputes Act, with regard to change of condition of service effected without any notice.

10. I go a little further to say that discomfort allowance or whatever the rate prescribed by the second party, as the very word indicates, is given for staying away from their family when they are taking the officers on tour. Therefore this discomfort allowance should not be connected to overtime wages. The overtime wages, as the term indicates, is a remuneration payable to the workman for his work over and above the normal work prescribed by an agreement or by statute.

11. Therefore, I am in full agreement with the findings of the brother officer Mr. M. P. Singh in reference number 24/97.

12. Consequent to the reasons stated above, the claim of the workmen for claiming overtime allowance for work done by them in excess of 8 hours a day is legally justifiable. However I restrict their claim w.e.f. 1st January, 1990. I direct the management of the Life Insurance Corporation of India to workout the overtime wages of all the concerned workmen coming under these categories within one month and pay the money they are entitled after the calculation and continuous to pay the overtime wages hereinafter wards till a change is made by the operation of Law.

(Dictated to the stenographer, transcribed by her, corrected and signed by me on 10th December, 1998.)

JUSTICE R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 30 दिसम्बर, 1998

का. आ. 230 :--औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनाइटेड इंडिया इन्सुरन्स कं. लि. के प्रबन्धकों के संबंध निरीक्षणों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बैंगलोर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-12-98 को प्राप्त हुआ था।

[सं. एल.-17012/57/93-आई आर (बी.-II)]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 30th December, 1998

S.O. 230.--In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of United India Insurance Company Ltd. and their workman, which was received by the Central Government on 28-12-98.

[No. L-17012/57/93-JR(B-II)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated 10th December, 1998

PRESENT :

Justice R. Ramakrishna, Presiding Officer.

C.R. No. 656/94

I PARTY

The Regional Secretary,
Tamilnadu General Insurance Employees
Association,
Coimbatore Region,
Room No. 40, M. R. Complex,
51, D.B. Road,
R. S. Puram,
Coimbatore-641002.

II PARTY

The Regional Manager,
United India Insurance Co. Ltd.,
Regional Office,
364-367, Dr. Nanjappa Rd.,
Coimbatore-641018.

AWARD

1. The Central Government, by exercising the powers conferred by clause (d) of sub-section (1) and sub-section 2A of the section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-17012/57/93-JR(B-II) dated 16-8-97 for adjudication on the following schedule.

SCHEDULE

"Whether the action of the management of United India Insurance Co. Ltd., Coimbatore in denying the benefits of encashment of privilege leave and payment of transfer benefits respectively to Shri N. Ramaswamy and Shri D. Karunanidhi part-time employees is justified? If not, what relief are the said workmen entitled to?"

2. This dispute relates to Coimbatore region of the second party company. The dispute is referred in the year 1993. The second party represented by an advocate. The first party filed their claim statement on 11-7-96. The second party filed their counter statement on 11-7-96. The progress of the case stopped completely and ultimately on 10-10-97 a issue was framed which is identical to schedule to the reference. Admittedly the concern workmen were working as part-time employees. The workman N. Ramaswamy retired from service

on 31-8-91. The other workman is Shri D. Karunanidhi who was also a part-time employee was transferred to Coimbatore Mettupalayam Branch Office. Their contention is that the privileges extended to the permanent employees should also be given to them.

3. The second party is their counter statement have denied the entitlement of these workmen as they are not full time permanent employees. Their work used to be 1 or 2 hours per day and therefore the privileges extended to the permanent employees are not applicable in the case of temporary part-time employees. They also contented that the Corporation has framed a scheme known as General Insurance (Rationalisation and Revision of Pay Scales and other Conditions of Service of Supervisory, Clerical and Subordinate Staff) Scheme, 1974. This scheme was framed by the Government. The said scheme categorically provides for a different payscale, service conditions in respect of the permanent employees. This privilege is not extended to part-time employees as they are separate class by themselves.

4. They further contented that Shri Karunanidhi was transferred to Coimbatore as he has expressed some domestic problems but he has taken this into advantage for claiming transfer benefits.

5. Both parties have not appeared and placed any oral and documentary evidence for and against the contentions. However the contention of the party is to create these privileges fresh, it is not their case, these privileges were extended to their categories earlier and stopped consequently. The second party by referring to the scheme of 1974 have denied the right of the first party to claim this benefits which are exclusively meant for permanent staff.

6. Since the first party who have raised this dispute failed to place the materials to their demands, an adjudication on the pleadings, which is a new right, can not be granted.

7. In the result this reference is rejected.

(Dictated to the stenographer, transcribed by her, corrected and signed by me on 10th December, 1998.)

JUSTICE R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 30 दिसम्बर, 1998

का. आ. 231 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार ओ. एन. जी. सी. लि. के प्रबन्धतंत्र के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-12-98 को प्राप्त हुआ था।

[सं. एल.-30012/23/96-आई आर (सी-1)]
ग्राम सुंदर गुप्ता, डेस्क अधिकारी

New Delhi, the 30th December, 1998

S.O. 231.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O.N.G.C. Ltd. and their workman. which was received by the Central Government on 29-12-98.

[No. L-30012/23/96-IR(C-I)]

S. S. GUPTA, Desk Officer

ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL, NEW DELHI

I. D. No. 80/97

In the matter of dispute between :

Shri Vinod Kumar S/o late Maiku Lal.
House No. 31, Block No. 2,
Chukhuwala, Nai Basti, Indra Colony,
Dehradun.

Versus

The General Manager (P)
ONGCP Ltd., Tel Bhawan,
Dehradun.

APPEARANCES :

Workman in person.

Shri Dharmesh Srivastava for the Management.

AWARD

The Central Government in the Ministry of Labour vide Order No. L-30012/23/96-IR(C-I) dated 12-6-97 has referred the following industrial dispute to this Tribunal for adjudication :—

"Whether the action of the management of ONGC Ltd. Dehradun in terminating the services of Sh. Vinod Kumar Ex-Contingent Employee w.e.f. 29-3-86 and not giving re-employment as per his seniority, is justified ? If not, to what relief is the workman entitled ?"

2. The case was fixed for filing of claim and documents by the workman but he made statement that he has since been appointed by the management again and he did not want to proceed further

with this dispute. In view of this situation No Dispute Award is given in this case leaving the parties to bear their own costs.

21-12-98

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 30 दिसम्बर, 1998

का. आ. 232 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत पेट्रोलियम कॉर्पोरेशन लि. के प्रबन्ध-तन्त्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-12-98 को प्राप्त हुआ था।

[सं. एन.—30012/37/93—आई. आर. (कोल-I)]
श्याम सुंदर गुप्ता, डेस्क अधिकारी

New Delhi, the 30th December, 1998

S.O. 232.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bharat Petroleum Corporation Ltd. and their workman, which was received by the Central Government on 24-12-98.

[No. L-30012/37/93-IR (Coal-I)]

S. S. GUPTA, Desk Officer

ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL, NEW DELHI

I. D. No. 57/95

In the matter of dispute between :

Shri P. N. Tewari, Clerk Accounts Deptt.
through Gen. Secretary,
Petroleum Employees' Union,
B. 1/150, Janakpuri, New Delhi-58.

Versus

Chairman,
Bharat Petroleum Corporation Ltd.,
ECE House, 28A, K.G. Marg,
New Delhi-1.

APPEARANCES :

Work in person.

Shri G. D. Maheshwari for the Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-30012/37/93-IR (Coal-I) dated 1-5-95 has referred the following industrial dispute to this Tribunal for adjudication :

“Whether the disciplinary authority of BPCL was justified in dismissing Shri P. N. Tiwari, Clerk in the Accounts Deptt. w.e.f. 15-3-82 ? If not, what relief is the workman entitled to ?”

2. The workman in this case has challenged his dismissal from the job of a clerk by the Management w.e.f. 15-3-82. The brief facts are that he was appointed in the BPCL as a clerk and suspended w.e.f. October 26, 1981 and an enquiry was ordered against him into the charges levelled against him and for certain gross acts of misconduct. The charges against the workman were for disobedience of lawful and reasonable order of his suspension for which disciplinary proceedings were initiated against him and the enquiry officer found charges against him as fully established and he was dismissed from service w.e.f. 15-3-82. The workman contested the enquiry as being not fair and proper and also stated that the termination was illegal.

3. The Management in its written statement denied allegations made in the statement of claim and alleged that the enquiry against him was fair and proper and punishment awarded to him was fully justified.

4. Parties led evidence and later on filed written arguments also.

5. At the time of oral argument workman himself made a statement in which he stated that the enquiry conducted against him was fair and proper but he prayed that the punishment given to him was disproportionate to the charges levelled against him. He prayed that lenient view in the matter be taken in this case against him.

6. The representative for the management made statement that they did not want to lead evidence on merits of the case in view of the statement of the workman.

7. I have heard representative for the management and workman and hold that since the workman has admitted the enquiry to be fair and proper and the findings holding him guilty of the charge against him are correct and justified.

8. However, in view of the management having not produced any evidence on merits of the case and the workman having suffered for a pretty long time, I am of the opinion that he is almost at the flag end of his career. So I order that the sentence

given to him in for the form of dismissal from service be quashed and instead thereof the stoppage of two increments with cumulative effect from the date of termination be substituted therefor. He would be entitled to continuity of service admissible to him according to rules. Parties are, however, left to bear their own costs.

1st December, 1998

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 30 दिसम्बर, 1998

का. आ. 233 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी. सी. सी. लि. के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-II, धनबाद के पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार को 30-12-98 को प्राप्त हुआ था।

[सं. एल.—24012(62)/87-डी IV (बी)]

श्याम सुंदर गुप्ता, डेस्क अधिकारी

New Delhi, the 30th December, 1998

S.O. 233.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-II, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s B.C.C. Ltd. and their workman, which was received by the Central Government on 30-12-98.

[No. L-24012/(62)/87-D. IV (B)]

S. S. GUPTA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2)
AT DHANBAD.

PRESENT :

Shri B. B. Chatterjee, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I. D. Act, 1947.

REFERENCE NO. 303 OF 1987

PARTIES :

Employers in relation to the management of
Mudidih Colliery of Sijua Area-V of
M/s. B.C.C. Ltd. and their workman.

APPEARANCES :

On behalf of the workmen : None.

On behalf of the employers : None.

STATE : Bihar.

INDUSTRY : Coal.

Dated, Dhanbad, the 10th December, 1998

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-24012(62)/87-D. IV (B) dated, the 4th December, 1987.

SCHEDULE

"Whether the action of the Management of Mudidih Colliery of Sijua Area-V of M/s. Bharat Coking Coal Ltd. in denying Excavation Gr. C to their workmen S/Sri Shamsad Khan and Md. Amin, Shovel Operators is justified? If not, to what relief the concerned workmen are entitled?"

2. In this reference both the parties filed their respective W.S. The case then proceeded along its course. Thereafter notices were issued to them. But in spite of the issuance of notices to them they abstained from appearing before this Tribunal and taking any steps. Under such circumstances, this Tribunal has been left with no other alternative but to pass a 'No dispute' Award in this reference on the presumption that presently there is no dispute existing between the parties. The reference is thus disposed of accordingly.

B. B. CHATTERJEE, Presiding Officer

नई दिल्ली, 30 दिसम्बर, 1998

का. आ. 234 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. भारत कोकिंग कोल लिमिटेड, के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-II, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-12-98 को प्राप्त हुआ था।

[सं. एल. 20012/(323)/86-डी II (ए)]

श्याम सुंदर गुप्ता, डेस्क अधिकारी

New Delhi, the 30th December, 1998

S.O. 234.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-II, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Bharat Cooking Coal Limited and their workman, which was received by the Central Government on 29-12-98.

[No. L-20012(323)/86-D. III(A)]

S. S. GUPTA, Desk Officer

ANNEXURE

नई दिल्ली, 30 दिसम्बर, 1998

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2) AT
DHANBAD.

PRESENT :

Shri B. B. Chatterjee, Presiding Officer.

In the matter of an Industrial Dispute under
Section 10(1)(d) of the I. D. Act, 1947..

REFERENCE NO. 196 OF 1987

PARTIES :

Employers in relation to the management of
Govindpur Colliery of Messrs. Bharat
Coking Coal Ltd. and their workmen.

APPEARANCES :

On behalf of the workmen : None.

On behalf of the employers : None.

STATE : Bihar.

INDUSTRY : Coal.

Dated, Dhanbad, the 10th December, 1998

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012(323)/86-D. III(A), dated, the 20th March, 1987.

SCHEDULE

"Whether the action of the management of Govindpur Colliery of M/s. Bharat Coking Coal Limited in reverting Shri Suresh Prasad, Ambulance Driver to his original post is justified ? If not, to what relief the workman is entitled ?"

2. In this reference only the management side appeared and filed his W.S. Thereafter registered notices were issued upon the parties again and again but inspite of the issuance of notices to them both of them abstained from appearing before this Tribunal and taking any steps. It therefore leads me to an inference that presently there is no dispute existing between the parties and in the circumstances, this Tribunal has left with no other alternative but to pass a 'No dispute' Award in this reference. The reference is disposed of accordingly.

B. B. CHATTERJEE, Presiding Officer

का. आ. 235.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैमर्स टी. सी. सी. एल. के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण —II, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-12-98 को प्राप्त हुआ था।

[सं. एल.—20025/7/95—आर्थ. आर. (कोल-I)]

श्याम सुंदर गुप्ता, डेस्क अधिकारी

New Delhi, the 30th December, 1998

S.O. 235.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-II, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B.C.C.L. and their workman, which was received by the Central Government on 28-12-98.

[No. L-20025/7/95-IR(Coal-I)]

S. S. GUPTA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL (No. 2) AT DHANBAD

PRESENT :

Shri B. B. Chatterjee, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)
(d) and sub-section 2(k) of the I.D. Act, 1947

REFERENCE NO. 75 OF 1995

PARTIES :

Employers in relation to the management of M/s.
B.C.C.L. and their workmen.

APPEARANCES :

On behalf of the workmen : Shri B. B. Pandey, Advocate.

On behalf of the employers : Shri B. Joshi, Advocate.

STATE : Bihar.

INDUSTRY : Coal Washery.

Dated, Dhanbad, the 21st December, 1998

AWARD

The Govt. of India Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20025/7/95-I.R. (Coal-I), dtd, the 4th May, 1995.

SCHEDULE

"Whether the management of Sudamdih Coal Washery of M/s: Bharat Coking Coal Ltd. P.O. Sudamdih, Dist. Dhanbad are justified in not absorbing Shri Ainul Haque and 150 Ors (as in the list annexed) as their regular employees ? If not, to what relief are the said workmen entitled ?"

2. The concerned workman Ainul Haque and 150 others have made out a case in their W.S. that they had been working at Sudamdih Coal Washery of M/s. B.C.C.L. in

the capacity as mentioned against the name of each workman in the W.S. i.e. as Mason, Mazdoors etc. and the nature of job performed was permanent.

3. There was a company known as M/s. Mc. Nally Bharat Engineering Co. (P) Ltd. which has taken some contractual work at Sudamdih Coal Washery and the concerned workmen had been working under the said contractor while the BCCL was the principal employer of the concerned workmen. The BCCL and the said contractor M/s. Mc.Nally Bharat Engineering Company (P) Ltd. proposed to retrench about 300 workmen on the plea of completion of construction work of the Project at Sudamdih which on completion was put into operation of the total number of workmen for various types of jobs in different categories and grade required was 500. The concerned workmen had been performing technical, manual and essential nature of job and there was none whose service was not required but in order to get rid of the concerned workmen the said management prepared a plan for retrenchment in most unjustified manner without offering or paying compensation or notice pay as required under the provision of the I.D. Act, 1947.

4. The concerned workmen worked for a period of about 3 to 4 years continuously and thus acquired the status of permanent workmen. The concerned workmen were appointed for performing the jobs of permanent nature for unlimited period and they completed more than 240 days attendance in each year right from the year of their engagement in 1977. The aforesaid contractor on completion of the construction work of the washery handed over the same to the principal employer along with their employees on 14-3-1980. As the large number of workmen were to be affected by the decision of retrenchment/termination of services, some of them rushed to the Labour department for conciliation etc. while the rest could not take any decision and some other rushed to the Civil Court for relief by way of permanent injunction/stay over the illegal action of retrenchment/termination of service. The suit filed in the Civil Court was registered as Title Suit No. 51 of 1980/82 which was disposed of by Munsiff II, Dhanbad in favour of the workmen. The management preferred an appeal against the decision before the District Judge, Dhanbad and the same was registered as Title Appeal No. 71/83 and the same was dismissed. The management preferred second appeal being No. 23/87 (R) before the Hon'ble Patna High Court. Ranchi Bench and the appeal was allowed on the ground that the Civil Court had no jurisdiction to entertain such case as it falls under Industrial Disputes Act. Ultimately the management filed S.L.P. before Hon'ble Supreme Court of India which was disposed of with observation of liberty to the workmen to approach directly to the Labour Ministry and also by directing the said Ministry for reference for adjudication resulting in delay of the present reference.

5. The concerned workmen are entitled to be absorbed in the employment under the principal employer with full back wages and consequential benefits. Out of the several workmen side at Sudamdih, 39 persons from amongst the retrenched workmen chose the forum of industrial dispute and an Award was passed in their favour by the Central Government Industrial Tribunal No. 3, Dhanbad in Ref. No. 58/81 concerning Gorakh Sharma and 39 others of Sudamdih Coal Washery directing the management to reinstate them with full back wages. The said Award was confirmed by Hon'ble Supreme Court of India in due course on merit. The management failed in their attempt in respect of other workmen before the Civil Court and got the relief before the Hon'ble High Court but that too on the ground of the jurisdiction of the Civil Court in the nature of the case decided by the Civil Court and on all these grounds the concerned workmen have prayed for an Award in their favour directing the management of BCCL to reinstate the concerned workmen numbering 151 with full back wages and other consequential benefits.

6. The management has also filed a W.S.-cum-rejoinder wherein the management has challenged the maintainability of the present reference for non-existence of any industrial dispute on the ground that no industrial dispute was raised either before the management or before the Conciliation Officer i.e. the ALC(C), Dhanbad. The concerned workmen as per their case in the W.S. were the workers of a

contractor who was entrusted with the construction work of Sudamdih Coal Washery and yet they demanded employment under the management on completion of the contractual work. Since the concerned workmen were the employees of the contractor there was no relationship of employer and employee between them and the management and on that ground also the present reference is not at all maintainable. Further case of the management is that the management decided to install a Coal Washery at Sudamdih for the purpose of beneficiation of coal by technical process to up-grade the quality for its use in the steel plant and in that process of beneficiation of coal the same is required to be crushed in the crushing plant and after proper screening the crushed coal is allowed to flow along with flow circuit with the help of conveyors and liquid medium and the best quality of coal is separated and allowed to store in a bunker. The middle quality in another bunker and rejected portion in third bunker. The liquid medium used in the process of washing coal allowed to flow into tanks wherein the finest coal particles settled down in the tanker specially meant for it and in that process of beneficiation of coal in the coal washery a large number of plants and machineries are required to be installed as per the flow diagram and design approved by the management. With a view to construct the entire plant at Sudamdih on turn key basis the management entered into a contract with McNelly Bharat Engineering Company Ltd. having its registered office at Chartered Bank Building, Netaji Subhas Road, Calcutta on 29-1-1976 which was entered in pursuance of acceptance of a tender dated 24-7-1974. The contractor was awarded for complete design, engineering supply, delivery to site erection and commissioning of the washery at Sudamdih at a cost of Rs. 11 crores 75 lacs 97 thousands 200 payable in Indian rupees and US Dollar 5 lacs 95 thousand payable in foreign currency. It was the responsibility of the contractor to make complete design of the washery and supply materials required for the construction of the plant, building, installation of machinery etc. It was the contractor who was responsible to bring all the machineries plants and equipments required in the course of construction of the structure in the process of erection and construction of the washery. The management, in fact had no concern in any way in the matter of carrying of day to day work and it was the responsibility of the management to see that the entire contract work is carried on as per approved design and according to the diagram etc. After checking the work and obtaining necessary certificate from the competent authority the bill used to be passed and payment made to the contractor. All the workmen engaged by the contractor in the construction of the Washery were required to be paid by the contractor not only their wages but also bonus and other benefits and to retrench them after completion of the contract job or to take them elsewhere for other jobs having no connection with the management of M/s. BCCL. The contractor itself selected and recruited their workmen and thus as M/s. BCCL was in no way connected with the men of the contractor and their workers cannot claim employment under the management of BCCL, the principal employer. The management has also made out a case that the concerned workmen have claimed in their W.S. that some of them worked as Messenger, Mazdoor watchmen but maximum of them have claimed to have worked as Mazdoor or labourer under the contractor and yet the nature of work they perform was permanent. The construction of a building for housing the machineries, plant and equipments can never be treated as of permanent nature. Similarly the civil construction work required for fixation of bed plates of machineries etc. are also not of permanent nature. Once Civil Construction work is completed the work of installation of the machineries commissioned, there is no requirement of any other civil construction work after such construction work of the washery and in that view of the matter the nature of job of messenger, Mazdoor etc. engaged in the civil nature of job can never be said to be of permanent nature. Similarly the installation of the conveyor machineries and machineries both electrical and mechanical equipments etc., there is no requirement of a large number of helpers, mazdoors and fitters for doing those installation job although for the purpose of maintenance some fitters and helpers may be required for which the contractor employed some skilled worker say numbering 30/40 after completion of the work who continued on the maintenance job for a period of six months and after observing satisfactory performance the washery plant was handed over to the manage-

ment. Those 30/40 were paid by the management and they were absorbed by the management on the basis of an Award passed by Central Government Industrial Tribunal No. 3, Dhanbad in Ref. No. 58/81. But the contractor terminated the services of the workmen according to the terms and conditions of their engagement after offering retrenchment compensation, notice pay etc. as per provision of law. The contractor also transferred its regular workmen to its permanent organisation and from there to other temporary establishment where the contractor was carrying on contractual work. The management submitted in the W.S. that after coming into force of Contract Labour (Abolition and Regulation Act, 1970 and rules made thereunder the exclusive jurisdiction of the Abolition of the contract system in any concern is upon any appropriate Government and in the instant case the appropriate Government is the Central Government. The Central Government never issued any notification under Section 10 of the Contract Labour (Regulation and Abolition) Act, 1970 prohibiting engagement of the contract labour in the construction of Coal Washery at Sudamdih for the purpose of beneficiation of coal to be consumed in the steel industry. In the absence of any such notification under the aforesaid Act the contractor workers cannot demand to be absorbed under the principal employer in the coal industry on the ground that they worked under the contractor during the period of construction of the Washery. The so-called concerned workmen have no right to claim their absorption in the services of the management simply on the ground that they were the workmen of the contractor. The management has also challenged the jurisdiction of the Tribunal to entertain the claim of the concerned workmen for absorbing them under the management of principal employer in the circumstances mentioned above. In addition, the management of M/s. BCCL having surplus man power is facing difficulties in providing employment to its permanent workmen and at the same time since the concerned workmen were not the employees of the management at any point of time during construction of Sudamdih Coal Washery by the contractor firm in terms of an argument between the management and the said firm neither the management is under obligation to provide them with job nor the workmen can claim employment under the management by virtue of their status of workmen under contractor but because of their work for Sudamdih Coal Washery and on all these grounds the management has prayed that an Award should be passed finding that the concerned workmen are not entitled to any relief.

7. The management has also made parawise comments by filing rejoinder but in doing so it has abstained from making any comments in respect of para 1, 4 and 12 to 16 of the W.S. of the workman on the ground that the contents being matter of record those would be explained at the time of hearing of argument. In respect of contents of para-2 of the W.S. of the workmen the claim of the management is that those are incorrect and as such denied. The management has also denied the work of the concerned workmen at Sudamdih Coal Washery of the Company. It might be that some of them worked in the construction job of the Coal Washery at Sudamdih under M/s. Mc. Nelly Bharat Engineering Co. Ltd. but not under BCCL. The operation of the coal washery commenced after completion of the construction and none of the concerned persons worked on any job in the washery at any point of time. In respect of the contents of para-3 of the W.S. the say of the management is that those are incorrect as such the management has denied the same. The management has again stated that the nature of the Civil work, installation work and preparation of the plant etc. being not permanent it cannot be said that the persons claiming themselves to be the workmen ever worked in any permanent nature of job during the construction work of Sudamdih Coal Washery. The contents of para-5 of the W.S. of the workmen are not fully correct. Some of the concerned persons worked under the contractor named M/s. Mc Nelly Bharat Engineering Co. Ltd and some of them are outsiders but included themselves in the list of so-called workers for the purpose of getting employment under the company M/s. B.C.C.L. Similarly the contents of para-6 of the W.S. are not fully correct in as much as it was the contractor to retrench the surplus man power on completion of the construction work and to transfer the permanent workmen to its parent organisation with a view to depute them elsewhere for doing other contractual job. Naturally the contractor issued notices and offered retrenchment

compensation to the workmen who were surplus to its requirement on completion of the contract job of construction of the washery. Similarly the contents of para 7 are also not fully correct. The management has got its own trained I.I.T. passed persons competent to operate the machineries and to repair the same in course of operation. The management has also got its persons to carry on all works relating to the maintenance and supervision and operation of the plant and machineries installed in the washery. The management has right to select best persons and highly skilled persons to do all the job regarding the operation of the plants and machineries and repair as well as maintenance of those machineries and the management has no objection to engage Mazdoors and helpers of the contractor as unskilled labour to assist the skilled and competent persons for running the washery. In respect of the contents of para-8 of the W.S. the say of the management is that those are incorrect and as such denied. The management has denied that the so-called concerned workmen were performing duties of technical and essential nature. The contents of para 9 of the W.S. have also claimed to be incorrect by the management. The contractor who issued necessary notice to the workmen for retrenchment engaged by them and offered notice pay as well as retrenchment compensation if some of the concerned persons had worked as contractor workers and if they did not receive any retrenchment compensation and notice in that case the fault lies with the contractor and not of the M/s. BCCL to explain the circumstances under which the workers did not receive notice pay or retrenchment compensation. The management have claimed that the contents of para-10 of the W.S. as also incorrect by denying that the concerned persons worked for a period of 3 to 4 years continuously in the status of permanent workmen. The management has also denied the correctness of the contents of para-11 and 17 of the W.S. by saying that the concerned persons are not entitled to be absorbed in the employment of the management of M/s. BCCL as those persons are not genuine workers even of the contractor. In respect of para-18 the management abstained from making any comment on the ground that the contents are matter of record, the correct position of which would be explained at the time of hearing, but at the same time the management submitted that 39 concerned workmen in Ref. 58/81 were allowed by Central Government Industrial Tribunal No. 3, Dhanbad to work under the management of M/s. BCCL for a period of more than 6 months continuously and they having paid by the management during the trial period though employed by the contractor during the period of construction, they were permanently absorbed by the management in terms of the Award passed by the Central Government Industrial Tribunal No. 3, Dhanbad. But other concerned workmen having not paid by M/s. BCCL at any point of time like that of the 39 workmen in whose favour the Award was passed by Tribunal No. 3, Dhanbad, and in respect of para-19 of the W.S. the say of the management is that the finding of the Civil Court is not at all binding upon this Tribunal as Civil Court or Munsiff or Addl. District Judge acted beyond their jurisdiction for which the order passed by the Civil Court was set aside by the Hon'ble High Court and on all those grounds the management has prayed once again that an Award holding that the concerned workmen are not entitled to any relief may be passed.

8. The workmen side also filed rejoinder as against the W.S. cum-rejoinder of the management, in which the workmen side abstained from making any comment in respect of the contents of para-1 of the W.S. of the management on the ground that those are matter of records. In respect of para-2 to 6 of W.S. of the management the say of the workmen is that those are not correct and naturally they denied those. The workmen have claimed that since the Central Government was satisfied about the existence of an industrial dispute between the parties referred the same for adjudication by this Tribunal and in that view of the matter the present reference is quite maintainable.

9. In respect of the statement made in para-7 to 12 of the W.S. of the management the workman side also abstained from making any comments in respect of those statements as matter of records but at the same time the workmen side has prayed that the management may be put to the strict proof of the same. The say of the workmen in respect of the contents of para-13 to 15 and 19 is that those are not wholly

true. In fact, the workmen were employed for the work of the management and they were also paid by the management. The entire work was under the supervision of the management and the officers of the management were supervising the same. In respect of the statement made in para-16 and 17 of the W.S. the workmen have claimed that those are not wholly true and therefore denied. According to the workmen side the workmen were engaged against the permanent nature of job which are still in existence but the management arbitrarily and with certain ulterior motive retained some of the workmen in the washery but deprived others by not providing them with any job there. But at the same time the management has engaged fresh Mazdoors in the washery. The claim of the workmen side is that the contents of para-18 are not at all correct, and similarly the submission of the management in para-20, 21 and 22 of the W.S. are also not correct as because the case of the workmen is not of abolition of the contract labour but a demand for absorbing them under the management for which the reference has been made to this Tribunal for adjudication. So far the question of over burdening of the management by man power is concerned as stated in para-23 and 24 of the W.S. the same is the creation of the management and if any one is to be blamed it is the management which to be blamed for that burden because of that the concerned workmen cannot be denied of their lawful demand. They are, therefore, entitled to be absorbed by the management and in this way the concerned workmen in the rejoinder have once again prayed for an award in their favour directing the management to reinstate all the concerned workmen in this respective job with full back wages.

10. The points for decision is whether the concerned workmen Shri Anul Haque and 150 Ors (as in the list annexed) to the schedule of reference are entitled to be entitled in the employment at Sudamdih Coal Washery under M/s. BCC with full back wages upon a finding that M/s. BCCL was not justified in not absorbing them in the Washery as their regular employees.

DECISIONS

11. The parties have adduced oral as well as documentary evidence in support of their respective cases. In the instant reference there is no dispute in respect of construction of Coal Washery at Sudamdih by M/s. BCCL with the help of a contractor named Mc. Nally Bharat Engineering Co. (P) Ltd. There is also no dispute that no industrial dispute was raised by the concerned workmen Shri Ainul Haque and 150 others by following regular procedure and as such no conciliation proceeding took place but in fact the reference has been made by the Central Government to this Tribunal for adjudication on the basis of the order passed by Hon'ble Supreme Court. The concerned workmen without raising any such dispute before the management and without following normal procedure for the purpose filed a Civil Suit for obtaining injunction against M/s. BCCL restraining the management from removing any of the concerned workmen from service during the construction work of the Coal Washery or on the verge of its completion at Sudamdih. The concerned workmen obtained decree from the Court of the Munsiff at Dhanbad against which there was an appeal of the judgement of learned Munsiff which was confirmed by the Appellate authority i.e. the learned Addl. District Judge, Dhanbad. The matter was moved before the Hon'ble High Court by the management and this time the management was successful in their attempt in getting judgement and decree passed by the Civil Court, Dhanbad set aside but on the ground of want of jurisdiction. Against that order of Hon'ble High Court the concerned workmen went on S.L.P. before the Hon'ble Supreme Court and on the basis of the order passed by Hon'ble Supreme Court the reference for adjudication of the dispute has been made. The concerned workmen during hearing of the reference while adducing oral evidence has tried to prove that they were in fact the employees of M/s. BCCL and in such capacity they were performing their duties at Sudamdih Coal Washery against permanent nature of job yet they were retrenched from their service without any retrenchment notice or notice pay etc. and for the purpose of proving the same the workmen side have adduced oral evidence by examining as many as three witnesses. Out of those three witnesses WW-1 is German Mistry. His evidence is that he is one of the concerned workman of this reference and he knows all other workmen

mentioned in the list annexed to the schedule of the order of reference who used to serve in Sudamdih Coal Washery as Mason under BCCL for the purpose of construction of coal washery. The claim of the witness is that the construction was going on under direct supervision of BCCL and not under any contract. He arrived for work at Sudamdih under Mc. Nally Bharat Company in the year 1977 and started working there as Mason for continuous four years yet he was not served with any notice of retrenchment etc. from service and like that of him other 150 workmen were retrenched by the company. Thereafter the witness stated during his examination-in-chief how they filed Civil Suit in the Court of Munsiff, about the result of the Civil Suit in their favour, result of the appeal referred against it and ultimately how the judgement of the Civil Court was set aside by the Hon'ble High Court by observing that the dispute of the nature should not be the subject matter in a Civil Suit. The witness also stated how ultimately the matter reached before the Hon'ble Supreme Court and how Hon'ble Supreme Court was pleased to direct the Ministry of Labour for present reference under I.D. Act. It is also his claim in the examination-in-chief before that, he and other used to get payment under direct supervision of the Labour Officer. They also got I.D. Card under the signature of the Project Officer but the management appointed fresh employees by removing him and 150 other when the washery stated running by appointing fresh employees. Thus the sum and substance of the evidence of this witness is that in fact the construction of the coal washery was going on under direct supervision of M/s. BCCL. In other words the BCCL itself and that the witness as well as 150 others were working there during construction of the washery under M/s. BCCL which is quite different from that of the case made out in the W.S. of the concerned workmen. The claim of this witness during his examination-in-chief has however been belied during his cross-examination in as much as during cross-examination the witness had to admit that it was without his knowledge that the management of BCCL appointed a contractor for construction of the Coal Washery with direction to the contractor to hand over the same on completion of the construction work although he did not go through the contents of such agreement entered into by BCCL and the contractor. He also expressed his ignorance about supply of bricks cement machineries etc. for the construction of the washery and for installation therein. He however admitted that the contractor had their supervisor engineer and others for supervising different types of work during construction of the washery and ultimately the witness had no alternative but to admit that the contractor appointed him and other without issuing any appointment letter but by verbal order and M/s. BCCL management never issued any appointment letter to him and other for working in the washery yet the witness during his examination-in-chief claimed himself as well as others as direct employees of M/s. BCCL for the purpose of construction of coal washery at Sudamdih. I simply disbelieve it. During concluding part of the cross-examination of this witness he admitted that on completion of the construction work of the washery the contractor handed over the same to the management of BCCL and that he acted as Mason for civil work i.e. for the construction although he denied the suggestion put to him that he as well as others of this reference are job seekers. The evidence of this witness alone is sufficient to come to the conclusion that in fact there was never any employer and employee relationship between M/s. BCCL and any of the concerned workmen numbering 151 and as such the question of absorbing them in the Coal Washery at Sudamdih cannot arise. The next witness is Shri S. S. Bhattacharya who is WW-2. He is in fact a formal witness and has provided certain identity card granted to the workers during construction of the washery. He has also belied the claim of the concerned workman by admitting during cross-examination that the construction work of the Coal Washery at Sudamdih was in turn key basis with responsibility to the contractorship firm to install machinery and to give trial run of the sail firm and the said firm used to appoint their own engineers, supervisors and other workers for the purpose of installation of the machinery and for their trial run. He was in service at Sudamdih Coal Washery as Personnel Officer and after his retirement from there the witness has starting practising in the Court as representative of the workmen and their union which clearly indicates that in fact this witness is highly interested

one and no importance upon any part of his evidence can be given of as much as he acts as representative of the workers as well as union for conducting cases before the Tribunal and Court. Naturally for the obvious reasons a person like this witness would pose himself as a witness and depose in a fashion not detrimental to the interest of the workmen like that of the concerned workmen of the present reference and in that view of the matter this witness is of no worth of any trust. WW-3 is another concerned workman. His evidence is that he worked in the washery at Sudamdih from 1977 to 1981 continuously. The washery was handed over to BCCL although the washery was handed over to BCCL on 29-12-79 meaning thereby that in fact the claim of this witness is that he as well as other continued in the service in the washery at Sudamdih even after completion of its construction work and on subsequently period after the same was handed over to BCCL which is quite contradictory to the evidence of WW-1. During cross-examination the witness admitted that he served in the washery as Mechanical Fitter although he had no authorisation from any authority for working as such Fitter and he also did not pass any examination from I.T.I. yet for the purpose of proving employer and employee relationship between M/s. BCCL and this witness as well as other of the list annexed with the schedule of reference he is of no help specially in view of his admission during cross-examination that BCCL never issued any appointment letter to him. If that be the position that BCCL had never issued any appointment letter either to this witness or any other concerned workmen I fail to understand how there can be any employer and employee relationship between BCCL and the concerned workman and in that view of the matter also BCCL can never be blamed for not absorbing any of the concerned workman in the washery on completion of its construction work and after the same was handed over by the contractor firm Mc. Nally Bharat to M/s. BCCL. On the other hand the management has also examined one witness named B. J. Giri who during his examination has stated so many things about the manner of the functioning of the washery and the process in which the coal is crushed, cleaned, and grouped in several classes such as cleaned coal middling and rejecting for the purpose of use of coal in the steel plant. The witness has stated that the construction work was done by a contractorship firm named Mc. Nally Bharat Engineering Co. Pvt. Ltd. on the basis of an agreement entered upon between the management of BCCL and the said firm for construction in Indian as well as foreign currency for which tenders were invited and thereafter on acceptance of the rate etc. for doing the construction work including installation of the machineries for running the coal washery an agreement was executed. The said contractor employed so many persons including engineer etc. for the purpose of execution of the work of construction in terms of the agreement and the employer and employee relationship if any was there between the said contractor and the concerned workman if they at all worked during construction of the washery at Sudamdih and that M/s. BCCL never retrenched any of the concerned workmen and there was also no scope for doing so as none of them ever worked in the washery under M/s. BCCL. During cross-examination of the witness the workmen side tried to prove that in fact some set of persons who worked during construction of the washery were retained for the purpose of operation and maintenance of the washery but the witness denied the same. These are the sum and substance of the evidence of the respective parties. I have already stated earlier that there is no dispute that the construction of work at Sudamdih including installation of the machinery etc. were done by a contractor by virtue of an agreement entered into by the said contractorship firm and BCCL and that the contractor for the purpose of construction of coal washery and installation of the machineries therein appointed their engineers, supervisors as well as other workers and on completion of the same handed over the washery to M/s. BCCL. Learned Advocate for the management submitted that the present reference is not maintainable in view of the fact that no industrial dispute was raised by following ordinary procedure for the purpose of raising industrial dispute for which no conciliation proceeding took place and that the present reference has been made by the Central Government without consideration of all these facts, the same is not maintainable. I, however, after due consideration of the submission of the respective parties that the present reference simply

because of non-compliance of the ordinary procedure and raising dispute and for want of conciliation is not maintainable specially because the reference has been made on the basis of the direction of the Hon'ble Supreme Court which cannot be challenged in this Tribunal yet in the instant reference the concerned workmen are not entitled to any relief by way of reinstatement with any back wages as because as I have already stated earlier that they never worked under M/s. BCCL in the coal washery at Sudamdih at any point of time and there was never any employer and employee relationship between the so-called concerned workmen numberig 151 and BCCL for which the management was never under any obligation absorb any of the persons mentioned in the list annexed with the schedule to the order of reference in the washery. Much has been stated in the written argument on the side of the concerned workmen about the evidentiary value of the statement of WW-2 and WW-3 and also about certain decisions of Hon'ble Supreme Court photo copies of which have been filed with the written argument but in view of my discussion made above specially in respect of the evidence of WW-1 and WW-3 I fail to understand how those of any help to the workmen for the purpose of granting relief prayed for by them in their W.S. On consideration all these facts and circumstances of the case, the evidence on record, the submission made on the side of the management and in the written argument I cannot but hold that there was never any employer and employee relationship between the management of M/s. BCCL and the concerned workmen. The concerned workmen named in the list annexed to the schedule of reference are not entitled to be reinstated in the coal washery at Sudamdih with any back wages. The management of BCCL was quite justified in not absorbing Ainul Haque and 150 others as in the list annexed with the schedule of reference as their regular employees. The result is that Ainul Haque and 150 others as per list are not entitled to any relief.

This is my Award.

B. B. CHATTERJEE, Presiding Officer

ANNEXURE

1. Anilul Haque (Fitter) S/o. Late Md. Jamal, Village & P.O. Digwadih, Distt. Dhanbad (Bihar).
2. Fulmani Manjhian (Mazdoor) D/o. Late Bikhui Manjhian, Village Laglas, P.O. Golgotand, District Dhanbad (Bihar).
3. Jernan Mistry (Mason) S/o. Late Basudeo Saw, At and P.O. Sudamdih, District Dhanbad (Bihar).
4. Gaya Nan Singh (Khalasi) S/o. Channu Singh, Village Basudeopur, P.O. Lahang Dumaria, District Bhojpur, Bihar.
5. Krishna Prasad (Helper) S/o. Sri Dowarika Mahato, Village Mahathoo, P.O. Sarasauli, District Aurangabad, Bihar.
6. Binod Kumar Singh (Mazdoor) S/o. Sri Ram Biehar Singh, Village Kajhwan, P.O. Aranda, District Aurangabad, Bihar.
7. Bidha Sagar Sharma (Fitter) S/o. Sri Inderdeo Sharma, Village Muhathoo, P.O. Sarasauli, District Aurangabad, Bihar.
8. Manoj Kumar (Helper) S/o. Sheo Govind Singh, Village Mitzapuri, P.O. Bhadrakhara, District Rohtas, Bihar.
9. S. K. Dey (Fitter) S/o. Sri Mahinder Lal Dey, Village Chasnalla, P.O. Chasnalla, District Dhanbad (Bihar).
10. Satindra Prasad (Mazdoor) S/o. Sri Ramesh Mahato, Village Deohara, P.O. Bharthauli, District Aurangabad, Bihar.
11. Subhash Mahato (Helper) S/o. Sri Dulari Mahato, Village Alpa, P.O. Jhinguri, District Aurangabad, Bihar.
12. Rambabu Lal Sharma (Fitter) S/o. Sri Mukhran Shama, Village and P.O. Rani Sagar, District Bhojpur, Bihar.

13. N. C. Bhattacharjee (E/Helper) S/o. B. Bhattacharjee, Village Shaktipur, Bazar Para, P.O. Shaktipur, District Murshidabad, W.B.
14. Sarwan Mahato (Mazdoor) S/o. Sri Bisumpat Mahato, Village and P.O. Malwan, District Aurangabad, Bihar.
15. Ramkumar Verma (Mazdoor) S/o. Sri Sarju Verma, Village Titabigha, P.O. Pawai, District Aurangabad, Bihar.
16. Satendra Prasad (Filter) S/o. Sri Ramsharan Mahato, Village Mahathoo, P.O. Sarasauli, District Aurangabad, Bihar.
17. Ismail Khan (Mazdoor) S/o. Subhan Khan, Village Bholukhaira, P.O. Rafiganj, District Aurangabad, Bihar.
18. Santan Singh (Khalasi) S/o. Sri Sidheswar Singh, Village and P.O. Teldiha, District Aurangabad, Bihar.
19. Birendra Singh (Mazdoor) S/o. Sri Shivanandan Singh, Village Budhan Bigha, P.O. Tarar, District Aurangabad, Bihar.
20. Ram Kumar (Helper) S/o. Sri Ram Nath Singh, Village Deochand (Bara), P.O. Narayanpur, District Aurangabad, Bihar.
21. Mithilesh Kumar (Mazdoor) S/o. Sri Baijnath Verma, Village Girah, P.O. Obra, District Aurangabad, Bihar.
22. Ram Prabesh Kumar (Mazdoor) S/o. Sri Ram Pukar Kumar, Village Girah, P.O. Obra, District Aurangabad, Bihar.
23. Ganesh Prasad (Khalasi) S/o. Sri Sukhari Rajak, Village Odikhor, P.O. Tenura, District Siwan, Bihar.
24. Kishundeo Roy (Khalasi) S/o. Sri Ranjit Roy, Village Bhitania, P.O. Sinuari, District Chhapra, Bihar.
25. Kirishna Ballabh Singh (Khalasi) S/o. Sri Awadesh Singh, Village Deochand (Bara), P.O. Narayanpur, District Aurangabad, Bihar.
26. Prayag Singh (Khalasi) S/o. Sri Ram Ratan Singh, Village Girah, P.O. Obra, District Aurangabad, Bihar.
27. Ram Bijoy Yadav, (Khalasi) S/o. Sri Ramdhari Yadav, Village Mahathoo, P.O. Obra, District Aurangabad, Bihar.
28. Hemandar Singh (Khalasi) S/o. Sri Dearika Singh, Village Kakarhatta, P.O. Bidpur, District Vaishali, Bihar.
29. Arjun Burma (Helper) S/o. Sri Ram Bachan Kori, Village Itwa, P.O. Haspura, District Aurangabad, Bihar.
30. Md. Mannan Ali (Khalasi) S/o. Late A. Rakib, Village Sailapur, P.O. Baligaon, District Aurangabad, Bihar.
31. Sukat Choudury (Khalasi) S/o. Sri Ram Sakal Choudhury, Village Terahi, P.O. Kaptanganj, District Azamgarh, Bihar.
32. A. Rhman Mistry (Mason) S/o. Halkhori, Village Dhanawa, P.O. Arthua, District Aurangabad, Bihar.
33. Gafoor Mistry (Mason) S/o. Abdul Mian, Village Daragir, P.O. Kharidih, District Giridih, Bihar.
34. Ram Ekbal Verma (Helper) S/o. Ramsudhin Verma, Village Girah, P.O. Obra, District Aurangabad, Bihar.
35. Reyaj Mistry (Mason) S/o. Abdul Gaffor, Village Aliganj, P.O. Aliganj, District Munger, Bihar.
36. Ramdhyen Burma (Helper) S/o. Late Sukhdeo Burma, Village Girah, P.O. Obra, District Aurangabad, Bihar.
37. Gopal Mistry (Mason) S/o. Sri Tribeni Mahato, Village Mahathoo, P.O. Obra, District Aurangabad, Bihar.
38. Ramdeep Mahato (Mazdoor) S/o. Sri Neman Mahato, Village Girah, P.O. Obra, District Aurangabad, Bihar.
39. Krishna Mahato (Watchman) S/o. Sri Sukaram Mahato, Village and P.O. Kunda, District Aurangabad, Bihar.
40. Mangal Mahato (Mazdoor) S/o. Sri Kailash Mahato, Village Girah, P.O. Obra, District Aurangabad, Bihar.
41. Chandra Sekhar Singh (Watchman) S/o. Sri Budhan Singh, Village and P.O. Teldiha, District Aurangabad, Bihar.
42. Kamla Prasad (Watchman) S/o. Sri Ram Lagan Prasad, Village and P.O. Sukharadehri, District Rohtas, Bihar.
43. Chandra Sekhar Prasad (Mazdoor) S/o. Sri Jay Prakash Verma, Village Girah, P.O. Obra, District Aurangabad, Bihar.
44. Kunj Behari Pandit (Watchman) S/o. Bhim Pandit, Village Mahesh Mundi, P.O. Karhar Bari, District Giridih, Bihar.
45. Ram Uday Verma (Mazdoor) S/o. Sri Baijnath Verma, Village Girah, P.O. Obra, District Aurangabad, Bihar.
46. Ramgati Mahato (Mazdoor) S/o. Sri Sarjoo Mahato, Village Bargaon, P.O. Rafiganj, District Aurangabad, Bihar.
47. Jagannath Mahato (Electrical Helper) S/o. Sri Ram Pukar Mahato, Village Mahammadpur, P.O. Garairi, District Aurangabad, Bihar.
48. Niranjan Mahato (Elect. Helper) S/o. Dukhan Mahato, Village Kaithi, P.O. Obra, District Aurangabad, Bihar.
49. Janeshwar Kr. Singh (Mazdoor) S/o. Sri Harihar Singh, Village Sahartelpa Bazar, P.O. Sahartelpa Bazar, District Gaya, Bihar.
50. Ghanshyam Saw (Mazdoor) S/o. Sri P. L. Saw, Village and P.O. Bhojudih, District, Dhanbad, Bihar.
51. Raj Kumar Mahato (Mazdoor) S/o. Sri Harihar Mahato, Village and P.O. Barakar, District Burdwan, West Bengal.
52. Raja Ram Saw (Mazdoor) S/o. Late Shivji Saw, Village Upar Bhalua, P.O. Bhagaya, District Bhagalpur, Bihar.
53. Bindeshwar Pd. Saw (Mazdoor) S/o. Sri Jawahar Pd. Saw, Village Kendua Bazar, Kulti, P.O. Kulti, District Burdwan, West Bengal.
54. Birender Prasad (Mazdoor) S/o. Sri Basudeo Prasad, Village and P.O. Tarar, District Aurangabad, Bihar.
55. Shyamdeo Prasad (Mazdoor) S/o. Sri Bhukhan Prasad, Village Habaspur, P.O. Sihari, District Aurangabad, Bihar.
56. Chandan Prasad (Mazdoor) S/o. Sri Balkeshwar Mahato, Village Pathakbigha, P.O. Jamhor, District Aurangabad, Bihar.
57. Naresh Saw (Mazdoor) S/o. Sri Ram Narayan Saw, Village and P.O. Goh, District Aurangabad, Bihar.
58. Rajendra Prasad (Mazdoor) S/o. Sri Rameshwar Pd., Village Mahammadpur, P.O. Deohata, District Aurangabad, Bihar.
59. Praveen Narayan Singh (Helper) S/o. Sri Ram Nath Singh, Village Jogibigha, P.O. Emilauna, District Aurangabad, Bihar.
60. Karan Singh (Mazdoor) S/o. Sri Sidheshwar Singh, Village and P.O. Teldiha, District Aurangabad, Bihar.

61. Arjun Kumar (Mazdoor) S/o. Shaligram Singh, Village Gokulbigha, P.O. Sarasauli, District Aurangabad, Bihar.
62. Charan Gope (Mazdoor) S/o Sri Pritam Gope, Village Karma, P.O. Peshum, District Giridih, Bihar.
63. Manju Bourin (Mazdoor) D/o Sri Kashinath Bouri, At & P.O. Sudamdih, District Dhanbad Bihar.
64. Naresh Prasad Mahato (Mazdoor) S/o Sri Mungeshwar Mahato, Village Serih, P.O. Serish, District Aurangabad, Bihar.
65. Smt. Julphuki Bourin (Mazdoor) W/o Shankar Bouri, At & P.O. Sudamdih, District Dhanbad Bihar.
66. Sanjay Kumar (Mazdoor) S/o Sri Pareshnath Prasad, Village & P.O. Baligaon, District Aurangabad, Bihar.
67. Basan Kumar Mahato (Mazdoor) S/o. Sri Biswa Nath Mahato, Village Jogibigha, P.O. Emilanua, District Aurangabad, Bihar.
68. Sahaleo Mahato (M/H) S/o Sri Ram Nath Mahato, Village Jogibigha, P.O. Emilauna, Distt. Aurangabad, Bihar.
69. Lalit Narayan Mahato (Mazdoor) S/o. Sri Krishna Mahato, Village Bala, P.O. Aurangabad, District Aurangabad, Bihar.
70. Dinesh Mahto (Mazdoor) S/o Sri Shankar Mahato, Village & P.O. Risiap, District Aurangabad, Bihar.
71. Mohan Singh (Mazdoor) S/o Sri Ram Prasad Singh, Village Thakurbigha, P.O. Anchha, District Aurangabad, Bihar.
72. Sikandar Mahato (Mazdoor) S/o Sri Deo Nath Mahato, Village Jogibigha, P.O. Emilauna, District Aurangabad, Bihar.
73. Indal Mahato (Mazdoor) S/o Sri Deo Nath Mahato, Village Jogibigha, P.O. Amilauna, District Aurangabad, Bihar.
74. Muktar Mandal (Mazdoor) S/o Sri Satya Kinkar Mandal Village Madhudanga, P.O. Churulia, District Burdwan, West Bengal.
75. Sharwan Kumar Verma (Mazdoor) S/o Sri Sheonandan Verma, Village Bela, P.O. Aurangabad, District Aurangabad, Bihar.
76. Kailash Mahato (Mazdoor) S/o Sri Ram Prasad Mahato Village Thakurbigha, P.O. Anchha, District Aurangabad, Bihar.
77. Sanju Manjhian (Mazdoor) D/o Bhim Manjhi, At & P.O. Sudamdih, District Dhanbad, Bihar.
78. Smt. Sanjhouti Manjhian (Mazdoor) W/o Bhada Manjhi, At & P.O. Sudamdih, District Dhanbad, Bihar.
79. S. K. Pandey (Mazdoor) S/o Sri S. N. Pandey, Village & P.O. Viman, District Mungar, Bihar.
80. Smt. Balmati Devi (Mazdoor) W/o Sri Akhilesh Mahato, Village Girah, P.O. Obra, District Aurangabad, Bihar.
81. Saimol (Mazdoor) S/o Mushy Mian, Village and P.O. Jealgora, District Dhanbad, Bihar.
82. Md. Anwari Ansari (Mazdoor) S/o Md. Jainul Ansari, Village Digwadhi No. 10, P.O. Jealgora, District Dhanbad, Bihar.
83. Nagenra Kumar (Mazdoor) S/o Sri Ramkeshwar Singh, Village & P.O. Dhamnee, District Aurangabad, Bihar.
84. Sheonath Prasad (Mazdoor) S/o Sri Ganesh Mahato, Village & P.O. Baligaon, District Aurangabad, Bihar.
85. Suresh Kumar Mahato (Mazdoor) S/o Sri Laschmi Mahato Village Bhadua, P.O. Bishunpura, District Aurangabad, Bihar.
86. Birendra Singh (Mazdoor) S/o Sri Inderdeo Singh, Village & P.O. Chai, District Aurangabad, Bihar.
87. Rajesh Verma (Mazdoor) S/o Sri Bhudeo Verma, Village Basanbigha, P.O. Amauna, District Aurangabad, Bihar.
88. Jogeshwar Mahato (Mazdoor) S/o Sri Dulari Mahato, Village Alpa, P.O. Jhinguri, District Aurangabad, Bihar.
89. Ram Bharat Singh (Mazdoor) S/o Sri Ram Vyas Singh, Village Sukara Dehri, P.O. Sukara Dehri, District Aurangabad, Bihar.
90. Karoo Mistry (Mazdoor) S/o Sri Mahavir Mistry, Village Sinduarla, P.O. Majhurhand, District Hazaribagh, Bihar.
91. Rajesh Kumar Tewari (Mazdoor) S/o Ram Chandra Tewari, Village Chattur Bhojpur, P.O. Naraini, Via Amethi, District Sultanpur, U.P.
92. Jamuna Singh (Mazdoor) S/o Budhan Singh, Village & P.O. eldiha, District Aurangabad, Bihar.
93. Jugal Kishore Saw (Mazdoor) S/o Bulhan Singh, Village & P.O. Teldiha, District Aurangabad, Bihar.
93. Jugal Kishore Saw (Mazdoor) S/o Bandhu Saw, Village Kandra, P.O. Motinagar, District Dhanbad, Bihar.
94. Rajendra Prasad Burma (Mazdoor) S/o Arjun Prasad, Burma, Village Titaibigha, P.O. Pawai, District Aurangabad, Bihar.
95. Ram Nagina Choudhury (Mazdoor) S/o Sri Inderdeo Choudhury, Village Thebpa, P.O. Thebpa Bazar, District Siwan, Bihar.
96. Chandra Bali Yadav (Mazdoor) S/o. Sri Tapeswar Yadav, Village Hata Dhuriya, P.O. Tamkuhi Rajya, District Deoria, Bihar.
97. Arbind Singh (Mazdoor) S/o. Sri Ramlochan Singh, Village Hirmakriyar, P.O. Sasua, District Siwan, Bihar.
98. Mandal (Mazdoor) S/o Sri Tulo Mandal, At & P.O. Patherli, District Dhanbad, Bihar.
99. Tuntun Choudhury (Mazdoor) S/o Sri Sheolochan Choudhury, Village Titra (Bangara) P.O. Titra, District Siwan, Bihar.
100. Srikanta Singh (Mazdoor) S/o Sri Manshi Singh, Village Titra (Bhangara) P.O. Titra (Jiradei) District Siwan, Bihar.
101. Arupram Bahadur (Mazdoor) S/o Amrit Ram Bahadur, At & P.O. Sulamdih, District Dhanbad, Bihar.
102. K. P. Mukherjee (Mazdoor) S/o P. K. Mukherjee, Village & P.O. Kagram, Via Salar, District Murshidabad, West Bengal.
103. Qutab Uddin (Mazdoor) S/o Ainul Haque, Village Digwadhi, P.O. Jealgora, District Dhanbad Bihar.
104. Chhabinath Sharma (M/Fitter) S/o Late Lakhi Chand Mistry, Village and P.O. Panchrookhia Kala, District Bhojpur, Bihar.
105. Huma Sharma (M/H) S/o Sri S. N. Sharma, Village Rangamati Saharpur, RM4-587, P.O. Saharpura, District Dhanbad, Bihar.
106. Nathuni Sharma (M/H) S/o Kadarnath Sharma, Village Rangamati Saharpur, RM4-587, P.O. Saharpura, District Dhanbad, Bihar.
107. Pradeep Kumar Singh (Mazdoor) S/o Sri Baleswar Singh, Village Panditpura, P.O. Hathuna, District Gopalganj, Bihar.
108. Amarnath Mahato (Mazdoor) S/o Sri Krit Mahato Village Chhotki Kadyahi, P.O. Cora, District Aurangabad, Bihar.
109. Rakesh Kumar Dinkar (Mazdoor) S/o Sri Satendera Kumar Yadav, Village Thebpa, P.O. Thohpa, District Siwan, Bihar.

110. Brij Bhushan Yadav (Mazdoor) S/o Sri Ramdeo Yadav, Village Titra (Bangara), P.O. Titra Jiradei, District Siwan, Bihar.
111. Md. Khursid Ansari (M/H) S/o Md. Sayeed, Village & P.O. Mirganj, District Aurangabad, Bihar.
112. Tulsi Mistry (Helper) S/o Tuleswar Mistry Village Mahathoo, P.O. Sarsauli, District Murangabad, Bihar.
113. Ram Balj Roy (Helper) S/o Sri Tipan Yadav, Village & P.O. Sakarddi, District Bhojpur, Bihar.
114. Dharmendra Prasad (Helper) S/o Sri Muni Prasad, Village Titra Bangara, P.O. Titra, District Siwan, Bihar.
115. Ram Prakash Sharma (Mazdoor) S/o Sri Mukhrām Sharma, Village & P.O. Rahi Sagar, District Bhojpur, Bihar.
116. Deonath Rabidas (Mazdoor) S/o Sri Mukhdeo Ram, Village Sailapur, P.O. Baligaon, District Aurangabad, Bihar.
117. Gupteshwar Pandey (Mazdoor) S/o Sri Sakaldeep Pandey, At & P.O. Sudamdih, District Dhanbad, Bihar.
118. Md. Tofik (Mazdoor) S/o Late Noordin Mian, Village Sailapur, P.O. Baligaon, District Aurangabad, Bihar.
119. Md. Estaque (Mazdoor) S/o Late Md. Abdullah, Village Sailapur, P.O. Baligaon, District Aurangabad, Bihar.
120. Chandra Sekhar Roy (Mazdoor) S/o Sri M. M. Roy, Village Kharkhari, P.O. Birni, District Giridih, Bihar.
121. Shardha Bhagat (Mazdoor) S/o Sri Dharam Raj Malli, Village Gang Rani, P.O. Hortapur, District Deoria, Bihar.
122. Md. Jalil (Mazdoor) S/o Mosahab Ali, Village & P.O. Budhaul, District Aurangabad, Bihar.
123. Ram Dayal Prasad (Mazdoor) S/o Tapasi Prasad, Village Tilothi, P.O. Shekhpura, District Aurangabad, Bihar.
124. Ram Nath Prasad, (Mazdor) S/o Ram Sudhin Prasad, Village Girah, P.O. Obra, District Aurangabad, Bihar.
125. Oshiyar Prasad (Mazdoor) S/o Sri Muni Prasad, Village Titra Bangara, P.O. Titra-Jiradei, District Siwan, Bihar.
126. Majrul Haque (M/Helper) S/o Late A. Rakib, Village Sailapur, P.O. Baligaon, District Aurangabad, Bihar.
127. Jiwan Kumar (Helper) S/o Sri Jwala Prasad Jha, Village Faridpur, P.O. Jamalpur, District Munger, Bihar.
128. Md. Iqbal (Helper) S/o Md Ibrahim Village Barwachatar, P.O. Palaunja, District Giridih, Bihar.
129. Nazmul Huda (Site Supervisor) S/o Late A. Rakib, Village Sailapur, P.O. Baligaon, District Aurangabad, Bihar.
130. Md Ibrahim (Mazdoor) S/o Late Rakib, Village Sailapur, P.O. Baligaon, District Aurangabad, Bihar.
131. Md. Kuddus (Mazdoor) S/o Uddin Mian, Village Dahub Bargaon, P.O. Dahu Nawada, District Hazaribagh, Bihar.
132. Md. Faruque (Helper) S/o Uddin Mian, Village Dahub Bargaon, P.O. Daku Nawada, District Hazaribagh, Bihar.
133. Sidhi Mahato (M/H) S/o Shivdutta Mahato, Village Mahathoo, P.O. Obra, District Aurangabad, Bihar.
134. Sineshwar Mahato (Mazdoor) S/o Sri Chhechhu Mahato, Vill. Khakhra, P.O. Kunda, Distt. Aurangabad, Bihar.
135. Parmanand Singh (M/H) S/o Sri S. L. Singh, At & P. O. Sudamdih, Distt. Dhanbad, Bihar.
136. Uday Singh (Mazdoor) S/o Sri Chhedi Singh, Vill. & P.O. Saharsa, Distt. Aurangabad, Bihar.
137. Amiruddin (M/H) S/o Mahboob Alam, Vill. Jinoria, P.O. Daudnagar, Distt. Aurangabad, Bihar.
138. R. B. Dubey (Mazdoor) S/o Ram Kisun Dubey, Vill. Bhutaha Khaira, P.O. Natwar, Distt. Rohtas, Bihar.
139. Omprakash Burma (Helper) S/o Dina Nath Mahato, Vill. Kera, P. O. Daudnagar, Distt. Aurangabad, Bihar.
140. Satendera Paul (Helper) S/o Murarik Bhagat, Vill. Titaibigha, P. O. Pawai, Distt. Aurangabad, Bihar.
141. Shankar Paswan (Helper) S/o Shobha Paswan, Vill. Babura, P.O. Babura, Distt. Bhojpur, Bihar.
142. Binod Kumar (Helper) S/o Ram Janani Mahato, Vill. Baligaon, P.O. Baligaon, Distt. Aurangabad, Bihar.
143. Md. Wahid (Helper) S/o Late Faruq Khan, Vill. Sanaichatti, P.O. Amarat, Distt. Munger, Bihar.
144. Md. Mozib (Helper) S/o Md Swab, Vill. & P. O. Kakrar, Distt. Munger, Bihar.
145. R. S. Tewari (Mazdoor) S/o Badrinath Tewari, Vill. & P.O. Katayan, Distt. Bhojpur, Bihar.
146. Shakunti Mahatain (Mazdoor) W/o Awadhesh Mahato, Vill. Jogibigha, P.O. Emilauna, Distt. Aurangabad, Bihar.
147. Md. Mumtaz (Helper) S/o Late A. Rakib, Vill. Sailapur, P.O. Baligaon, Distt. Aurangabad, Bihar.
148. Lalit Singh (Helper) S/o Ram Chandra Singh, Mohalla Gamchhapatti, Jharra, P.O. Jharra, Distt. Dhanbad, Bihar.
149. Md. Sanaullah (Helper) S/o Md. Ali, Vill. & P.O. Budhaul, Distt. Aurangabad, Bihar.
150. Israfil Ansari (Helper) S/o Jagdish Mian, Vill. Narayanpur, Korridih, P. O. Narayanpur, Distt. Dumka, Bihar.
151. Manleshwary Mistry (Helper) S/o Beni Mistry, Vill. Fafanai, P.O. Bariabad, Distt. Giridih Bihar.

नई दिल्ली, 10 जनवरी, 1999

का.आ. 236.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार में, इंडियन एयरलाइन्स लिमि. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, मुम्बई, 1 के पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार को 29-12-98 को प्राप्त हुआ था।

[सं. एल-11012/2/92-आई.आर. (मिसिल)]
श्याम सुन्दर गुप्ता, डेस्क अधिकारी

New Delhi, the 10th January, 1999

S.O. 236.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Mumbai-I as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Airlines Ltd. and their workman, which was received by the Central Government on 29-12-1998.

[No. L-11012/2/92-IR (Miscel.)]

S. S. GUPTA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

PRESENT:

Shri Justice C. V. Govardhan, Presiding Officer

Complaint No. NTB-1 of 1998

Reference No. CGIT-14 of 1994

PARTIES:

Employers in relation to the management of
Indian Airlines Ltd.

AND

Their workman.

APPEARANCES:

For the Management: Shri Swamy, Advocate.

For the workman: Shri Jaiprakash Sawant.

STATE: Maharashtra

Mumbai, dated the 17th December, 1998

COMMON AWARD

1. The Central Government by its order dated 01-2-94 has referred the following dispute between the management of Indian Airlines and its worker Mr. M. A. Menezes for adjudication by this tribunal.

६८ Gi/99—19

“Whether the action of the management of Indian Airlines Bombay in removing from services of Shri M. A. Menezes, Traffic Assistant, w.e.f. 08-3-91 is just, proper and legal? If not, to what relief is the workman entitled to?”

2. The workman in his statement of claim contends as follows:

The workman was appointed by the management in the post of Traffic Assistant since 31-8-1981. The workman in the course of his employment suffered from illness and was under treatment. He submitted medical certificate to the management in respect of his illness from time to time; but he was removed from service in March 1989. The workman was subsequently appointed afresh in the post of Traffic Assistant w.e.f. 10th September, 1990. On 11th March, 1991 he was served with a letter dt. 08-03-91 stating that the management had decided to dis-pense his services with immediate effect on the ground that his attendance was found unsatisfactory. In spite of repeated requests and production of medical certificate the management did not employ him. The workman could not attend to his duties on some occasions due to the illness suffered by him. The action of the management in removing him from service is in violation of the principle of Natural Justice and by not conducting any enquiry. It is a case of victimisation. Hence the application.

3. The management in the written statement contends briefly as follows:

The workman who was working as a Traffic Assistant with effect from 31-8-81 was unauthorisedly absent for 119 days during 1985 October to April 1986. He has again absented unauthorisedly for 119 days during January 1987 to September, 1987. After following due process of disciplinary action he was removed from service. In respect of his absence for 108 days during October 1987 to June 1988, disciplinary action was initiated in August 1988 but it was not pursued in view of his removal from service in March 1989. On compassionate grounds the workman was re-appointed afresh in 1990 on probation for a period of six months. As per the terms and conditions of his appointment, if his work, conduct, ability and attendance were not found upto the standard required, his probationary period of six months may be extended or his services terminated without assigning

any reason there for. The said terms and conditions were accepted by him. He joined duty with effect from the afternoon of 10-9-90. During the probationary period his attendance was far from satisfactory. Therefore, his probation was determined and his services were dispensed with as per the terms and conditions of his appointment. The termination is not punitive. The question of conducting departmental enquiry or violation of principle of Natural Justice does not arise. The allegation of victimisation is denied. The claim of the applicant is therefore, liable to be rejected.

4. The workman in I.D. 14 of 1994 has filed complaint No. 1 of 1998 in Ref. No. NTB-1 of 1990 under section 33-A of the I.D. Act. In his complaint, the applicant states as follows :

The applicant was employed afresh by the Indian Airlines as a Traffic Assistant w.e.f. 10-9-1990. He was discharged from service w.e.f. 08-3-91 during the pendency of the proceedings in reference No. NTB-1 of 1990 concerning the workman including the applicant workman of the management. It is, therefore, prayed to quash and set aside the discharge order dt. 08-3-91.

5. The Opponent has not filed any objection statement to this complaint.

6. Since the parties to the dispute in I.D. 14 of 1994 and the complaint as well as the opp. party in NTB-1 of 1998 are the same persons, by consent of both parties a common Award is passed.

7. This dispute has arisen out of an order passed by the management Indian Airlines removing the second party workman from service w.e.f. 08-3-91. In the enquiry, the workman has examined himself as WW1. There was no oral evidence on behalf of the management. The case of the workman was that he was removed from service in the month of March 1989 by the management after holding an enquiry on the charge of unauthorised absence and he was appointed afresh again in the post of Traffic Assistant w.e.f. 10-9-90 and while he was in continuous employment, on 11th March 1991 he was served with a letter dt. 08-3-1991 by the management informing him that the management has decided to dispense with his services with immediate effect on the plea that his attendance was found unsatisfactory. During cross examination he has accepted that before removing him from service in the month of March 1989, a domestic enquiry was conducted to enquire into the charge that he was absent unauthorisedly. He has also admitted that the period of unauthorised absence was 119 days and on an earlier occasion he was given a

punishment of reduction in time scale by 2 stages in Jan' 1987 for a similar charge of unauthorised absence on an earlier occasion. It is thus seen that the employee who was given a punishment of reduction in time scale for the misconduct of unauthorised absence has committed the same misconduct subsequently also and after a domestic enquiry the management has removed him from service. It is fairly admitted by the workman that he was given one more charge sheet for unauthorised absence from October, 1987 to June 1988. The management has stated that this charge sheet was not pursued on account of termination of services of the workman. It is thus seen that the workman who claims to be ill and who has produced documentary evidence in support of his above contention, has unauthorisedly absented for a long and it has resulted in his removal from service. The workman has stated in his evidence that after the punishment of removal he has submitted a mercy appeal and the management has considered his case sympathetically and had given him a fresh employment and put him under probation for six months w.e.f. 10-9-90. The order of appointment has also been filed before this tribunal by the management. Clause 3 of the said order reads as follows :

"That if your work, conduct, ability and attendance are not found up to the standard required by Indian Airlines, your probationary period may be extended or your service may be terminated without assigning any reason there of".

The workman has accepted this order issued to him on 31-8-90 and he has joined duty on 10-9-90 as a probationer is not in dispute. The management has issued an order dt. 09-3-91 by which his probation has been determined and the management has dispensed with his services with immediate effect alleging that during the probationary period his attendance has been poor and he has remained absent unauthorisedly for 62 days between 11-9-90 and 18-2-91. The workman does not dispute that he was unauthorisedly absent for a period of 62 days between 11-9-90 and 18-2-91, viz, during his probationary period of six months from 10-9-90.

8. The learned counsel appearing for the workman has argued that the absence of the workman was due to his illness and there was no probationary period for his post and as per section 2-B of the Model Standing Order he is a permanent employee and his termination without any enquiry is therefore, illegal and it has to be set aside. It is also argued by the learned counsel appearing for the workman that NTB-1 of 1998 is pending in this tribunal and the management has not filed any approval application before terminating the service of the workman under section 33 of the I.D. Act and therefore the workman has chosen to file a complaint under section 33 A and this tribunal has

to hold that the termination of the workman is illegal and improper and an order of reinstatement with back wages and other benefit should be passed. The learned counsel appearing for the management has argued that the model standing order is not applicable to the case on hand and as per the appointment order based on the regulations, the employee is only a probationer and termination of the service of the workman in terms of appointment and service regulations is valid. The learned counsel also relies upon the decision reported in 1997 (8) Supreme Court cases page 461 between Life Insurance Corporation of India and Another v/s Raghavendra Seshagiri Rao Kulkarni in support of his above contention. It was a case where the Supreme Court has held that the termination of service of a probationer, Development Officer in L.I.C. without notice and without assigning any cause in terms of appointment letter and in accordance with service regulations is valid and it is not a case of retrenchment. Clause 2 of the letter of appointment issued by the respondent in the reported case is similar to clause 3 of the letter of appointment issued to the workman herein. Both of them stipulated that the workman could be discharged from service at any time during the period of probation or extended period of probation without any notice or without assigning any cause. In the reported case the period of probation as per the letter of appointment is one year whereas it is only six months in the present case on hand. The Supreme Court in the above decision has observed as follows :

“The period of probation is a period of test during which the work and conduct of an employee is under scrutiny. If on an assessment of his work and conduct during this period it is found that he was not suitable for the post it would be open to the employer to terminate his services. His services cannot be equated with that of a permanent employee who, on account of his status, is entitled to be retained in service and his services cannot be terminated abruptly without any notice or plausible cause”..

In the letter of appointment issued to the workman it is specifically stated that if his work, conduct, ability and attendance are not found upto the standard required by Indian Airlines his probationary period may be extended or his services may be terminated without assigning any reason thereof. It is to be noted that this workman has been charge sheeted thrice on earlier occasions. At the first instance, on the misconduct of unauthorised absence his time scale was reduced. On the second occasion, on the very same misconduct of unauthorised absence for a different period his services were terminated. On the third occasion, even though he was charge sheeted for the same

misconduct for a specific period it was not pursued since he has already been dismissed from service. When the workman has got such a record of unauthorised absence, the management who has appointed him considering his mercy appeal has terminated his services when he has committed the same misconduct of unauthorised absence, even during the probationary period. Therefore, the contention of the workman that it was a case of victimisation on account of the fact that there was no enquiry cannot be upheld. The Supreme Court has held in the decision referred above that such termination of a probationary service does not amount to retrenchment within the meaning of section 2(oo) of the I.D. Act attracting section 25-F of the I.D. Act. Therefore, the reference is to be answered in the affirmative by holding that the action of the management of Indian Airlines in removing from service of Shri M. A. Menezes w.e.f. 8-3-91 is just, proper and legal.

9. The complaint under NTB-1 has been filed by the workman subsequent to the hearing in I.D. 14 of 1994. The learned counsel appearing for the workman has argued that no approval application under section 33-2(b) has been filed by the management before terminating the services of the workman, inspite of the pendency of NTB-1 of 1990 in this tribunal. The learned counsel appearing for the management would argue that the workman has been removed from service during his probationary period for unauthorised absence as per the terms and conditions of his appointment order and it is not a case of removal from service of the workman on any misconduct to attract the provisions of section 33 of the I.D. Act.

It is stated in the commentaries on I.D. Act by Dr. H. G. Abhyankar at page 763 as follows :

“The scope of enquiry by an appropriate authority in a complaint under Clause (b) of Section 33-A was explained in the following words by the Supreme Court in Punjab Beverages v. Suresh Chand 1978 LIC 693. “It will therefore be seen that the first issue which required to be decided in a complaint filed by an aggrieved workman u/s. 33-A is whether the order of discharge or dismissal made by the employer is an contravention of Section 33. The foundation of the complaint u/s 33-A is contravention of Section 33 and if the workman is unable to show that the employer has contravened S. 33 in making the order of discharge or dismissal, the complaint would be rejected. But if the contravention of Section 33 is established the next question would be whether the order of discharge or dismissal passed by the employer is justified on merits. The Tribunal would have to go into question and decide whether, on the

the order of discharge or dismissal passed by the employer is justified and if it is, the Tribunal would sustain the order, treating the breach of Section 33 as a mere technical breach. Once the Tribunal comes to the conclusion that the violation is established, the said application is required to be disposed of as a reference u/s. 10 of the Act".

Now let us approach the complaint on hand. Section 33(1)(B) contemplates that no employer shall for any misconduct connected with the dispute, discharge or punish whether by dismissal or otherwise any workman concerned in such dispute. The removal of the complainant herein from service is not for any misconduct connected with the dispute pending in NTB-1 of 1990. It is in terms of the appointment order appointing him as a probationer. Therefore, section 33 itself cannot be said to be applicable for holding that the complainant can file a complaint under section 33-A. Secondly, conditions of service contemplated under section 33(i)(a) relate to basic conditions of service such as permanency and these conditions must be applicable during the period immediately preceding the pending dispute. The workman was not a permanent employee. This requirement is therefore not satisfied to invoke section 33. In the commentaries on I.D. Act by Dr. H. G. Abhyankar at page 725 it is laid down as follows:

"for a workman to be held as concerned in a dispute for the purpose of Section 33, it is necessary to "show that (i) he has either raised or sponsored the earlier dispute, (ii) he will be bound by the award that may be made in it; and (iii) he has some direct connection or interest in the pending dispute. A mere fact that a dispute is raised by a union, that the workman is a member of such union, will not automatically bring him in the category of the expression "concerned in the dispute". All the factors listed above must co-exist".

These requirements contemplated by the learned author in his commentaries also cannot be said to be existing in the present case to enable the workman to prefer this complaint. Thus on a consideration of the above materials I am of opinion that the complaint by the workman is misconceived and he is not entitled to an order of reinstatement as prayed for by him in his complaint.

10. In the result an Award is passed in I.D. 14 of 1994 and the complaint 1/98 in NTB-1 of 1990 holding that the action of the management in removing Shri Menezes from service w.e.f. 08-3-91 is just, proper and legal and he is not entitled to an order of reinstatement as prayed by him in the complaint.

C. V. GOVARDHAN, Presiding Officer

नई दिल्ली, 23 दिसम्बर, 1998

का.घा. 237.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मिनेरल मेटल ट्रेडिंग कॉर्पोरेशन इंडिया लि., के प्रबंधन के संबंध लियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, भुवनेश्वर के पंचाट को प्रकाशित करने हे, जो केन्द्रीय सरकार को 23-12-98 को प्राप्त हुआ था।

[सं. एन-42012/6-96 आई. आर. (विविध)]

बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 23rd December, 1998

S.O. 237.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Bhubaneswar as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Mineral & Metals Trading Corp. India Ltd., and their workman, which was received by the Central Government on the 23-12-98.

[No. L-42012/6/96-IR (Misc.)]

B. M. DAVID, Desk Officer

ANNEXURE

INDUSTRIAL TRIBUNAL : ORISSA :

BHUBANESWAR :

PRESENT :

Sri H. Mohapatra, O.S.J.S. (Sr. Branch), Presiding Officer, Industrial Tribunal, Orissa, Bhubaneswar.

Industrial Dispute Case No. 35 of 1996 (Central)

Dated, Bhubaneswar, the 8th December, 1998.

BETWEEN :

The management of Mineral & Metals Trading Corporation India Ltd., Alok Bharati, Bhubaneswar.

...First Party—management.
Corporation India Ltd., Alok Bharati, Bhawan, 7th Floor, New Capital, Bhubaneswar
...First Party—Management.

AND

Their workman Sri Kailash Chandra Patnaik, Badapadia, Paradip.

...Second Party.
workman.

APPEARANCES :

Sri Harihar Mohapatra, Sr. Manager (Law).—

For the First Party—management.

Sri K. C. Patnaik.—The Second party—workman himself.

AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred upon them by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), have referred the dispute for adjudication vide their Order No. L-42012/6/96-IR(Misc.) dated 17-9-96. The terms of reference may be quoted as follows :

“Whether the action of the management of M.M.T.C. Ltd., Paradip, Dist : Jagatsinghpur, Orissa in terminating the services of Sri Kailash Chandra Patnaik, Labourer with effect from 1-4-1993 and in not giving his enhanced wage, Bonus and overtime allowances due to him is legal and justified. If not, to what relief the workman is entitled?”.

2. The case of the second party, briefly stated, is that he was engaged by the first party-management in their Paradip Region at Paradip as a Labourer for picking up foreign materials and clearing spillages on ship deck ever since 9-5-81. Initially he was being paid on hourly basis and in the year 1986 the management took a decision that the workman should be paid daily wages @Rs. 22.50 paise at par with the casual labourers engaged by the Paradip Port Trust, which is the nearest industrial concern with which the first party management was associated. Working with the management ever since 1981 the second party represented for his regularisation several times but it was not headed to. In consideration of the length of service, the General Manager of M.M.T.C. wrote to the Chief General Manager (P&A), M.M.T.C. India for regularisation of service as per the letter dated 6-3-92. The letter of the General Manager did not receive the approval of the Chief General Manager and the management slept over the matter with an intention of depriving the workman of his legitimate dues. The workman having no other alternative approached the Hon'ble High Court in O.J.C. No. 8708 of 1992. The High Court in Misc. case No. 182 of 1998 arising out of the said writ petition as per order dated 14-1-93 directed that the second party workman should continue to be engaged as a daily wage worker. Unfortunately, however, in utter disregard of the direction of the Hon'ble Court the second party workman was disengaged from 1st April, 1993. A notice of contempt was issued by the Hon'ble Court calling upon the management to show cause why they shall not be proceeded under the Contempt of Courts Act. It is pleaded that in the counter filed in the said writ petition the management admitted the engagement of the second party in the job of cleaning decks and removal of foreign materials from the iron ore stacked by the M.M.T.C. on plots within the Port area but alleged that the second party-workman did not discharge his duties sincerely and as the management took a decision to have the work done through contract labourers. It resulted in disengagement of the second party-workman. The Hon'ble Court while disposing of the writ petition

as per order dt. 15-3-95 directed the second party-workman to approach the Industrial forum as the question of termination pertains to the Industrial Disputes Act. As ordered the second party approached the Labour Enforcement Officer (C) at Paradip who on receipt of the application admitted the same for conciliation proceeding the management took an evasive stand denying employment of the second party. There was thus a failure of conciliation resulting in the present reference. The second party-workman has asserted that he is in engagement of the first party even since 9-4-81 until his services were abruptly terminated on 1-4-93. The work performed by the second party was of regular nature as may be evident from the wage bills and the gate passes issued annually permitting him to enter the prohibited area of the Port. The wage bills disclosed that he received his remuneration monthly. As the management did not renew the passes w.e.f. 1-4-98 there was a denial of employment. It is pointed out that there is regular need for doing the work of deck cleaning and collection of foreign materials from the iron ore plots which was stacked by the M.M.T.C., and after dispensing with the services of the second party-workman the work is being managed through contractors. The plea that the nature of work of the second party was casual is accordingly stated to be false. The Chairman-cum-Managing Director in a reply to the local M.P. admitted that the second party-workman was still in employment when the litigation was subjudice in the Hon'ble High Court. It is contended that as the second party-workman sought for regularisation of his service and filed a writ petition against the management, the management bore grudge and terminated his service with mala fide intentions when the writ petition was subjudice. It is pointed out that having put in more than 12 years of work without interruption the second party acquired a right to the job and his service could not be terminated in the manner it was done. It is further pointed out that though the daily wages of the workman was initially fixed with reference to the wage structure prevailing in the Paradip Port Trust and though the Port Trust revised its wages from time to time, there was no corresponding increase in the wage of the second party-workman. The second party-workman thus accuses the management of having adopted unfair labour practice. On the aforesaid premises, the second party has asked for a declaration that the termination of his service was illegal and unjustified. He has demanded reinstatement with full back wages. He has also claimed the differential wages, bonus and other allowances at par with the employees of the Paradip Port Trust from the date the wages payable to the second party-workman was delinked from the wage structure prevailing in the establishment of the Paradip Port Trust.

3. The first party-management contested the case and questioned the maintainability of the reference. While admitting the employment of the second party as a casual worker it pleaded that no order of appointment was issued to the second party. The plea of the workman that the management took a decision to pay equal pay at par with the casual labourers of Paradip Port Trust is also denied. The continuity of employment of the second party with

the management is denied in para-6 of the written statement, so also, the plea that the General Manager, M.M.T.C. wrote to the Chief General Manager for regularisation of the services of the second party. It is contended that with a view to meeting the competition in export of iron ore to foreign countries the standard of clearing of foreign materials from the ore was to be of a very high order and consequently the management had to invest huge amount for mechanical processing and cleaning of foreign materials consequently the casual labourers were rendered surplus and contract labourers were inducted in view of the change in the process. As no job was available, the second party had to be disengaged. While admitting of a conciliation, the management claimed to have taken a consistent stand all along. It is contended that the monthly payment of wage or issue of annual gate pass to the Port Area does not create any right in favour of a workman. It is further averred that due to poor performance of the casual workers the management was forced to set-up the automatic Plant for clearing foreign materials. The first party-management further stated that it being a Govt. of India company having goodwill and credibility it is entrusted to transact iron ore with foreign buyers which in turn brings goodwill and credibility to the nation. Any laches on the part of the Company affects the nation's goodwill and credibility and interest. It is pointed out that the company on account of the poor cleaning of foreign materials from the iron ore had to pay damages to the tune of 20,669.54 US dollars to a foreign company and as such, the management is not in a position to restore the services of the second party-workman.

4. On the basis of the aforesaid pleadings of the parties, the following issues have been settled :—

ISSUES

- (1) Whether the action of the management of M.M.T.C. Paradip, District : Jagatsinghpur, Orissa in terminating the services of Sri Kailash Chandra Patnaik, labourer with effect from 1-4-1993 and in not giving his enhanced wage, bonus and over-time allowances due to him is legal and justified?
- (2) To what relief the workman is entitled?

ISSUE No. 1 :

5. In the hearing of this industrial dispute the workman examined himself as W.W. No. 1. The management examined one of its Managers, W.W. No. 1 in his evidence supported his version that he was in continuous employment of the first party from 9-4-81, initially on a wage paid on hourly basis @Rs. 1.75 paise per hour. From July, 1987 as per the rates prevailing in the Paradip Port Trust he was paid Rs. 22.50 paise per day. He deposed that it was agreed between the workman and the management that they would be paid wages as prevalent for the same category of workman working in the Paradip Port Trust. His grievance is that there was no corresponding revision of wages despite the fact that the Port Trust enhanced the wages of similar category of workmen time and again. He deposed to the fact of having made a representation to the

Chairman, M.M.T.C. for regularisation of service and for revision of wages. The Employees' Union represented their case. Despite the promise of the Chairman to regularise his service, so also that of his co-workman no action was taken by the management and consequently he was forced to file a writ petition bearing O.J.C. No. 8708 of 1992. On being directed by the Hon'ble Court they approached the Labour Enforcement machinery for conciliation and upon failure of conciliation the matter was referred to the Tribunal for adjudication. The management did not have the gate pass issued to him renewed after 31-3-93 and consequently they were forbidden entry into the prohibited area. It is asserted by W.W. No. 1 that his service was being utilised for cleaning of deck and collection of foreign materials within the prohibited area of the Port. With the non-renewal of the entry pass the management got his service terminated by refusal of employment. The second party-workman while challenging the termination of his service as aforesaid, has claimed revision of his wages, payment of bonus and over-time. He has proved a copy of the letter of the Chairman addressed to Mr. Samantray, Member of Parliament as Ext. 1 wherein the Chairman admitted as on 21-6-93 that the services of the second party alongwith others who were engaged by the M.M.T.C. on casual basis since the year 1984 have not been terminated and that they were continuing in employment of the M.M.T.C. and that the Hon'ble Court was also appraised of this. This letter of the Chairman has not been challenged. Another copy of the message of the Sr. Manager (Personnel), M.M.T.C. Cuttack to the General Manager (Personnel), New Delhi is marked as Ext. 2 which contains admission that the petitioner and his co-workman were engaged in the Harbour for removing foreign materials in stacks and at ore berth and for cleaning spillages at ship's deck and shift the same to hatches. In the said message it is mentioned that while he started the work on a wage of Rs. 1.75 paise per hour from 9-4-81, in July, 1987 the workman was paid Rs. 22.50 paise per eight hours. The version of the workman about continuous employment with the first party in the job of cleaning of foreign materials from the minerals has not been controverted, on the other hand, there are documents with the management supporting the plea of continuous employment of the second party-workman in the aforesaid work. The Chairman of the first party-management went to the extent of admitting about the continuity of employment of the second party-workman in June, 1993 while the second party-workman had already lost his job from 1-4-93. The management seems to suggest that due to the poor cleaning of the iron ore by the second party-workman the M.M.T.C., the employer had to pay a foreign company a sum of 20,669.54 US dollars as compensation leading to a loss of goodwill and credibility of the management. It is elicited in the evidence of W.W. No. 1 that the foreign materials are now being removed by mechanical process but the job of cleaning of deck is done manually. It further transpires in the evidence of W.W. 1 as elicited by the management that his service was being utilised as Messenger when there was no job of clearing of foreign materials or cleaning of deck.

It transpires in the evidence of M. W. No. 1 that in the year 1993 an automatic Electro Magnet was installed for doing the job of cleaning. It is further admitted by M. W. No. 1 that with the taking over of cleaning of foreign materials by an automatic machine, the job of cleaning of deck is being done through contractors. The suggestion of the workman to M. W. No. 1 is that as he filed a case in the Orissa High Court against them the management took offence and did not have their gate pass renewed and thus discontinued their employment is denied. M. W. No. 1 in the concluding paragraph of his evidence admitted that the job of the workman was cleaning of the deck and collection of foreign materials. Except a bald plea that on account of poor cleaning the M.M.T.C. had to compensate a foreign company, no evidence is forthcoming regarding any misconduct of the second party. Assuming for the sake of argument that there was some loss of credibility for the poor cleaning of foreign materials from the ore it is indeed difficult to attribute any act of misconduct on the part of the workman so as to render him liable for termination of his service. As a matter of fact no proceeding nor any action was taken on the aggrieved workman, following the levy of compensation on the management. Admittedly, the work of cleaning the deck is one of the jobs performed by the second party for more than a decade and it is admitted that this job is still available for which the contractors are engaged. This gives legitimacy to the claim of the second party-workman for continuity in employment. The plea of the management that no work is available is not acceptable in the facts and circumstances of the case.

6. Admittedly, the termination of service of the second party-workman was simpliciter. The second party-workman having rendered more than ten years of service continuously was entitled to a notice of retrenchment and retrenchment compensation u/s 25-F of the Industrial Disputes Act. The procedure as laid down in the Industrial Disputes Act for effecting termination of service was observed by breach. As a result the termination is liable to be set aside.

7. The representative of the management cites a decision of the Supreme Court in *Himanshu Kumar Vidyarthi & others Vrs. State of Bihar & others*, reported in 1997 SCC (L&S) 1079 wherein it is held that daily wage earners in Government departments are not entitled to retrenchment notice and compensation. It is pointed out that where the appointment is regulated by statutory rules in a Govt. department the Govt. cannot be treated as an 'industry'. The Supreme Court made the above observation while examining the provisions of Section 2(cc) and 2(f) of the Industrial Disputes Act, 1947. In the instant case the first party is a trading organisation and the job performed by the second party was in aid and assistance of the job of exporting ores to foreign countries. Therefore, the activity in which the second party was associated is clearly within the meaning of 'industry' as defined u/s-2(i) of the Industrial Disputes Act. The Supreme Court in *General Manager, Telecom Vrs. S. Srinivas Rao*, reported in AIR 1998 SC page-656 has observed that when a department is engaged in commercial activity and is not discharging any sovereign function of the State, it is

an 'industry'. Adopting the view taken in *Bangalore Water Supply case* (AIR 1978 SC 548), it was concluded that the Telecom Dept. is an 'industry' within the meaning of Section 2(j) of the Industrial Disputes Act. Having in view the latest position of law, I am not inclined to accept the contention of the management that the activity concerned was not an 'industry'. As such, the decision referred to (1997 SCC (L&S) 1079) has no application to the facts of this case.

8. The second party-workman other than questioning the termination of his service has asserted that as per the agreement he is entitled to be paid the wages at par with the employees of the Paradip Port Trust. Though no agreement to that effect is forthcoming, the version of the workman on this score has not been successfully challenged. The plea seems probable which motivated the second party-workman to agitate his grievance before the Hon'ble High Court in a writ petition when the controversy between the parties had not started. With the conversion of wages from hourly basis to daily basis as deposed to in the version of W.W. No. 1, it is not unlikely that under the arrangement the second party was entitled to the same rate of wages as are applicable to similar category of workmen in the Paradip Port Trust. In the facts and circumstances, I am also inclined to hold that the second party-workman is entitled to the same rate of wages at par with their counterparts in the Paradip Port Trust. It may be noted that the workman do not belong to any organised labour force or a member of the M.M.T.C. union of workmen. Nonetheless, his claim for continuity in service and parity in rate of wages with his counterparts in the Paradip Port Trust seems quite justifiable. As such, I am inclined to hold that the action of the management in terminating the services of the second party w.e.f. 1-4-93 and not giving him the enhanced wage, bonus and over-time allowance is not legal and justified.

Issue No. 1 is accordingly decided in favour of the second party-workman.

ISSUE NO. 2 :

9. In view of my finding in the foregoing issue, I am inclined to hold that the termination of service of the second party-workman is not just and fair. He is entitled to reinstatement with full back wages. He is further entitled to parity in wages with similar class of employees engaged in the Paradip Port Trust. The differential wages be paid to the workman within six months from the date of publication of the Award.

The reference is answered accordingly.

Dictated and corrected by me.

Presiding Officer, Industrial Tribunal.

Dt. 8-12-98

H. MOHAPATRA, Industrial Tribunal.

रई दिनी, २३ दिसम्बर, १९९८

AWARD

का.आ. २३८.--औद्योगिक विवाद अधिनियम, १९४७ (१९४७ का १४) की धारा १७ के अनुसरण में, केन्द्रीय सरकार मिनेरल मेटल ट्रेडिंग कॉर्पोरेशन इंडिया लि. के प्रबंध तंत्र के संबद्ध नियोजकों और उनके कार्यकारों के बीच अनुबंध में निहित औद्योगिक विवाद में औद्योगिक अधि-करण, भुवनेश्वर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को २३-१२-९८ को प्राप्त हुआ था।

[भं. एल-४२०१२/५/९६-आई. आर. (विविध)]

बी. एम. डेविड, डैस्क अधिकारी

New Delhi, the 23rd December, 1998

S.O. 238.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Bhubaneswar as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Mineral & Metals Trading Corp. India Ltd., and their workman, which was received by the Central Government on 23-12-98.

[No. L-42012/5/96-IR(Misc.)]

B. M. DAVID, Desk Officer

ANNEXURE

INDUSTRIAL TRIBUNAL, ORISSA,
BHUBANESWAR

PRESENT:

Sri H. Mohapatra, O.S.J.S. (Sr. Branch), Presiding Officer, Industrial Tribunal, Orissa, Bhubaneswar.

Industrial Dispute Case No. 34 of 1996
(Central).

Dated, Bhubaneswar, the 7th December, 1998

BETWEEN

The management of Mineral & Metals Trading Corporation India Ltd., Alok Bharati Bhawan, 7th Floor, New Capital, Bhubaneswar.
...First Party

Management.

AND

Their workman Sri Gopinath Panda,
O.C. No. 11 R/74, Nubazar,
Paradip, Dist. Jagatsinghpur.

...Second Party-workman.

APPEARANCES:

Haribar Mohapatra, Sr. Manager (Law).—For the First Party-management.

Sri G. N. Panda—The second party workman himself.

The Government of India in the Ministry of Labour in exercise of powers conferred upon them by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the dispute for adjudication vide their Order No. L-42012/5/96-IR(Misc.) dtd. 19-9-96. The terms of reference may be quoted as follows:

"Whether the action of the management of M.M.T.C. Ltd., Paradip, Dist: Jagatsinghpur, Orissa in terminating the services of Shri Gopinath Panda, labourer w.e.f. 1-4-93 and not giving his enhanced wage, bonus and overtime allowances due to him is legal and justified? If not, to what relief the workman is entitled to?"

2. The case of the second party, briefly stated, is that he was engaged by the first party-management in their Paradip Region at Paradip as a labourer for picking up foreign materials and clearing spillores on ship deck ever since 9-5-81. Initially he was being paid on hourly basis and in the year 1986 the management took a decision that the workmen would be paid daily wages @ Rs. 22.50 paise at par with the casual labourers engaged by the Paradip Port Trust, which is the nearest industrial concern with which the first party management was associated. Working with the management ever since 1981 the second party represented for his regularisation several times but it was not heeded to. In consideration of the length of service, the General Manager of M.M.T.C. wrote to the Chief General Manager (P & A) M.M.T.C. India for regularisation of service as per the letter dtd. 6-3-92. The letter of the General Manager did not receive the approval of the Chief General Manager and the management slept over the matter with an intention of depriving the workman of his legitimate dues. The workman having no other alternative approached the Hon'ble High Court in O.J.C. No. 8708 of 1992. The High Court in Misc. Case No. 182 of 1993 arising out of the said writ petition as per order dated 14-1-93 directed that the second party workman should continue to be engaged as a daily wage worker. Unfortunately, however, in utter disregard of the direction of the Hon'ble Court the second party workman was disengaged from 1st April '93. A notice of contempt was issued by the Hon'ble Court calling upon the management to show cause why they shall not be proceeded under the Contempt of Courts Act. It is pleaded that in the counter filed in the said writ petition the management admitted the engagement of the second party in the job of cleaning decks and removal of foreign materials from the iron ore stacked by the M.M.T.C. on plots within the port area but alleged that the second party-workman did not discharge his duties sincerely and as the management took a decision to have the work done through contract labourers, it resulted in disengagement of the second party-workman. The Hon'ble Court while disposing of the writ petition as per order dtd. 15-3-95 directed the second party-workman to approach the Industrial forum as the question of termination pertains to the Industrial Disputes Act. As ordered the second party approached the Labour Enforcement Officer (C) at Paradip who on receipt of the application admitted the same for conciliation. In the conciliation process

ding the management took an evasive stand denying employment of the second party. There was thus a failure of conciliation resulting in the present reference. The second party workman has asserted that he is in engagement of the first party ever since 9-4-81 until his services were abruptly terminated on 1-4-93. The work performed by the second party was of regular nature as may be evident from the wage bills and the gate passes issued annually permitting him to enter the prohibited area of the Port. The wage bills disclosed that he received his remuneration monthly. As the management did not renew the passes w.e.f. 1-4-93 there was a denial of employment. It is pointed out that there is regular need for doing the work of dock cleaning and collection of foreign materials from the iron ore are plots which was stacked by the M.M.T.C. and after dispensing with the services of the second party workman the work is being managed through contractors. The plea that the nature of work of the second party was casual is accordingly stated to be false. The Chairman-cum-Managing Director in a reply to the local M.P. admitted that the second party-workman was still in employment when the litigation was subjudice in the Hon'ble High Court. It is contended that as the second party-workman sought for regularisation of his service, and filed a writ petition against the management, the management bore grudge and terminated his service with malafide intention when the writ petition was subjudice. It is pointed out that having put in more than 12 years of work without interruption the second party acquired a right to the job and his service could not be terminated in the manner it was done. It is further pointed out that though the daily wages of the workman was initially fixed with reference to the wage structure prevailing in the Paradip Port Trust and though the Port Trust revised its wages from time to time, there was no corresponding increase in the wage of the second party workman. The second party-workman thus accuses the management of having adopted unfair labour practice. On the aforesaid premises, the second party has asked for a declaration that the termination of his service was illegal and unjustified. He has demanded reinstatement with full back wages. He has also claimed the differential wages, bonus and other allowances at par with the employees of the Paradip Port Trust from the date the wages payable to the second party-workman was delinked from the wage structure prevailing in the establishment of the Paradip Port Trust.

3. The first party-management contested the case and questioned the maintainability of the reference. While admitting the employment of the second party as a casual worker it pleaded that no order of appointment was issued to the second party. The plea of the workman that the management took a decision to pay equal pay at par with the casual labourers of Paradip Port Trust is also denied. The continuity of employment of the second party with the management is denied in para-6 of the written statement, so also, the plea that the General Manager, M.M.T.C. wrote to the Chief General Manager for regularisation of the services of the second party. It is contended that with a view to meeting the competition in export of iron ore to foreign countries the standard of clearing of foreign materials from the ore was to be of a very high order and consequently the manage-

ment had to invest huge amount for mechanical, processing and cleaning of foreign materials. Consequently the casual labourers were rendered surplus and contract labourers were inducted in view of the change in the process. As no job was available, the second party had to be disengaged. While admitting of a conciliation, the management claimed to have taken a consistent stand all along. It is contended that the monthly payment of wage or issue of annual gate pass to the Port Area does not create any right in favour of a workman. It is further averred that due to poor performance of the casual workers the management was forced to set-up the automatic Plant for clearing foreign materials. The first party-management further stated that it being a Govt. of India company having goodwill and credibility it is entrusted to transact iron ore with foreign buyers which in turn brings goodwill and credibility to the nation. Any latches on the part of the company affects the nation's goodwill and credibility and interest. It is pointed out that the company on account of the poor cleaning of foreign materials from the iron ore had to pay damages to the tune of 20.669 54 US dollars to a foreign company and as such, the management is not in a position to restore the services of the second party-workman.

4. On the basis of the aforesaid pleadings of the parties, the following issues have been settled:—

ISSUES

- (1) Whether the action of the management of M.M.T.C. Ltd., Paradip, Dist: Jagassinghpur, Orissa in terminating the services of Sri Gopinath Panda, labourer w.e.f. 1-4-93 and not giving his enhanced wage, bonus and over-time allowances due to him is legal and justified?
- (2) To what relief, if any, the workman is entitled?

TO THE NO. 1;

5. In the hearing of this industrial dispute the workman examined himself as W.W. No. 1. The management examined one of its Managers, W.W. No. 1 in his evidence supported his version that he was in continuous employment of the first party from 9-4-81, initially on a wage paid on hourly basis @ Rs. 1.75 paise per hour. From July, 1987 as per the rates prevailing in the Paradip Port Trust he was paid Rs. 22.50 paise per day. He deposed that it was agreed between the workmen and the management that they would be paid wages as prevalent for the same category of workmen working in the Paradip Port Trust. His grievance is that there was no corresponding revision of wages despite the fact that the Port Trust enhanced the wages of similar category of workmen time and again. He deposed to the fact of having made a representation to the Chairman, M.M.T.C. for regularisation of service and for revision of wages. The Employees' Union represented their case. Despite the promise of the Chairman to regularise his service, so also that of his co-workmen, no action was taken by the management and consequently he was forced to file a writ petition bearing O.J.C. No. 8708 of 1992. On being directed by the Hon'ble Court they approached the Labour Enforce-

ment machinery for conciliation and upon failure of conciliation the matter was referred to the Tribunal for adjudication. The management did not have the gate pass issued to him renewed after 31-3-93 and consequently they were forbidden entry into the prohibited area. It is asserted by W.W. No. 1 that his service was being utilised for cleaning of dock and collection of foreign materials within the prohibited area of the Port. With the non-renewal of the entry pass the management got his service terminated by refusal of employment. The second party-workman while challenging the termination of his service as aforesaid, has claimed revision of his wages, payment of bonus and over-time. He has proved a copy of the letter of the Chairman addressed to Mr. Samantray, Member of Parliament as Ext. 1 wherein the Chairman admitted as on 21-6-93 that the services of the second party alongwith others who were engaged by the M.M.T.C. on casual basis since the year 1984 have not been terminated and that they were continuing in employment of the M.M.T.C. and that the Hon'ble Court was also apprised of this. This letter of the Chairman has not been challenged. Another copy of the message of the Sr. Manager (Personnel), M.M.T.C. Cuttack to the General Manager (Personnel), New Delhi is marked as Ext. 2 which contains admission that the petitioner and his co-workman were engaged in the Harbour for removing foreign materials in stacks and at ore berth and for cleaning spillages at ship's deck and shift the same to hatches. In the said message it is mentioned that while he started the work on a wage of Rs. 1.75 paise per hour from 9-4-81, in July '87 the workman was paid Rs. 22.50 paise per eight hours. The version of the workman about continuous employment with the first party in the job of cleaning of foreign materials from the minerals has not been controverted, on the other hand, there are documents with the management supporting the plea of continuous employment of the second party-workman in the aforesaid work. The Chairman of the first party-management went to the extent of admitting about the continuity of employment of the second party-workman in June '93 while the second party-workman had already lost his job from 1-4-93. The management seems to suggest that due to the poor cleaning of the iron ore by the second party-workman the M.M.T.C. the employer had to pay a foreign company a sum of 20,669.54 US dollars as compensation leading to a loss of goodwill and credibility of the management. It is elicited in the evidence of W.W. No. 1 that the foreign materials now being removed by mechanical process but the job of cleaning of deck is done manually. It further transpires in the evidence of W.W. No. 1 as elicited by the management that his service was being utilised as Messenger when there was no job of cleaning of foreign materials of cleaning of deck.

It transpires in the evidence of M.W. No. 1 that in the year 1993 an automatic Electro Magnet was installed for doing the job of cleaning. It is further admitted by M.W. No. 1 that with the taking over of cleaning of foreign materials by an automatic machine, the job of cleaning of deck is being done through contractors. The suggestions of the workman to M.W.1 is that as he filed a case in the Orissa High Court against them the management took offence and did not have their gate pass renewed and thus discontinued their employment is denied. M.W. No. 1 in the con-

cluding paragraph of his evidence admitted that the job of the workman was cleaning of the deck and collection of foreign materials. Except a bald plea that on account of poor cleaning the M.M.T.C. had to compensate a foreign company, no evidence is forthcoming regarding any misconduct of the second party. Assuming for the sake of argument that there was some loss of credibility for the poor cleaning of foreign materials from ores it is indeed difficult to attribute any act of misconduct on the part of the workman so as to render him liable for termination of his service. As a matter of fact no proceeding nor any action was taken on the aggrieved workman following the levy of compensation on the management. Admittedly, the work of cleaning the deck is one of the jobs performed by the second party for more than a decade and it is admitted that this job is still available for which the contractors are engaged. This gives legitimacy to the claim of the second party-workman for continuity in employment. The plea of the management that no work is available is not acceptable in the facts and circumstances of the case.

6. Admittedly, the termination of service of the second party-workman was simpliciter. The second party-workman having rendered more than ten years of service continuously was entitled to a notice of retrenchment and retrenchment compensation u/s. 25-F of the Industrial Disputes Act. The procedure as laid down in the Industrial Disputes Act for effecting termination of service was observed by breach. As a result the termination is liable to be set aside.

7. The representative of the management cites a decision of the Supreme Court in *Himanshu Kumar Vidyarthi & others Vrs. State of Bihar & others*, reported in 1997 SCC (L&S) 1079 wherein it is held that daily wage earners in Govt. departments are not entitled to retrenchment notice and compensation. It is pointed out that where the appointment is regulated by statutory rules in a Govt. Department the Govt. cannot be treated as an 'industry'. The Supreme Court made the above observation while examining the provisions of Section 2(oc) and 2(f) of the Industrial Disputes Act, 1947. In the instant case the first party is a trading organisation and the job performed by the second party was in aid and as assistance of the job of exporting ores to foreign countries. Therefore, the activity in which the second party was associated is clearly within the meaning of 'industry' as defined u/s. 2(i) of the Industrial Disputes Act. The Supreme Court in *General Manager, Telecom Vs. S. Srinivas Rao*, reported in AIR 1998 SC page-656 has observed that when a department is engaged in commercial activity and is not discharging any sovereign function of the State, it is an 'industry'. Adopting the view taken in *Bangalore Water Supply case* (AIR 1978 SC 548), it was concluded that the Telecom Department is an 'industry' within the meaning of Section 2(j) of the Industrial Disputes Act. Having in view the latest definition of law, I am not inclined to accept the contention of the management that the activity concerned was not an 'industry'. As such, the decision referred to 1997 SCC (L&S) 1079 has no application to the facts of this case.

8. The second party-workman other than questioning the termination of his service has asserted that as per the agreement he is entitled to be paid the wages at par with the employees to the Paradip Port

Trust. Though no agreement to that effect is forthcoming, the version of the workman on his score has not been successfully challenged. The plea seems probable which motivated the second party-workman to agitate his grievance before the Hon'ble High Court in a writ petition when the controversy between the parties had not started. With the conversion of wages from hourly basis to daily basis as deposed to in the version of W.W. No. 1, it is not unlikely that under the arrangement the second party was entitled to the same rate of wages as are applicable to similar category of workmen in the Paradip Port Trust. In the facts and circumstances, I am also inclined to hold that the second party-workman is entitled to the same rate of wages at par with their counterparts in the Paradip Port Trust. It may be noted that the workman do not belong to any organised labour force or a member of the M.M.T.C. union of workman. Nonetheless, his claim for continuity in service and parity in rate of wages with his counterparts in the Paradip Port Trust seems quite justifiable. As such, I am inclined to hold that the action of the management of terminating the services of the second party w.e.f. 1-4-93 and not giving the enhanced wage, bonus and overtime allowance is not legal and justified.

Issue No. 1 is accordingly decided in favour of the second party-workman.

ISSUE NO. 2:

9. In view of my finding in the foregoing issue, I am inclined to hold that the termination of service of the second party-workman is not just and fair. He is entitled to reinstatement with full back wages. He is further entitled to parity in wages with similar class of employees engaged in the Paradip Port Trust. The differential wages be paid to the workman within six months from the date of publication of the Award.

The reference is answered accordingly.

Dictated and corrected by me,

Dt. 07-12-98

H. MOHAPTRA, Presiding Officer

नई दिल्ली, 28 दिसम्बर, 1998

का.आ. 239.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बर्न स्टेन्डर्ड को. लि. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, बंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-12-98 को प्राप्त हुआ था।

[सं. एल-29012/119/94-आई आर (विधि)]
बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 28th December, 1998

S.O. 239.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Burn Standard Co. Ltd., and their workman, which was received by the Central Government on 28-12-98.

[No. L-29012/119/94-IR(Misc.)]

B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated, 15th December, 1998

PRESENT :

Justice R. Ramakrishna, Presiding Officer.

C. R. No. 33/97

I PARTY

Shri Madheswaran,
S/o Muthu, P.F. No. 5929 RHC,
Burn and Co. Saminaickanpatti,
P.O. Omalur Taluk,
Salem District.

II PARTY

The Manager,
The Burn Standard Co. Ltd.,
Salem District.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-29012/119/94-IR (Misc.) dated 2-5-95 for adjudication on the following schedule :

SCHEDULE

"Whether the action of the management of Burn Standard Co. Ltd. (a Government of India Undertaking) in discharging the services of Shri Madheswaran w.e.f. 2-4-92 is just, proper and legal. If not, to what relief is the workman entitled to?"

2. The first party was working as unskilled Mazdoor in Red Hills C. Section Mines since 01-08-1991 which was under the control of Second Party. He was under daily rated wages but monthly paid. His services came to an end w.e.f. 02-04-1992 as a voluntary resignation.

3. The contention of the first party is that he was suffering from Virus Fever from 23-03-1992 and he took treatment till 30-3-1992 by qualified Government Doctor. He also informed this fact to the Mines Manager by a letter dated 23-3-1992. He reported for duty on 02-4-92 along with a Medical Certificate issued by the Government Doctor. The Personnel Manager on his approach asked him to sign in the plain paper and he would get orders next day. According to the workman this paper was used to show as a resignation letter and he was removed from the roll of the company w.e.f. 2-04-1992.

4. He contended that the action of the management is unlawful, unjustified and he has never tendered any resignation. Since the Second Party have not responded to his subsequent representations dated 14-01-1993 and 25-05-1993 he raised a conciliation resulted in the present reference.

5. He prayed for an order of employment, continuity of service and back wages with cost.

6. The second party has not disputed that he was working as an Unskilled Mazdoor but contended that the first party was a chronic absentee and therefore the disciplinary action was taken against him on several occasions. According to them his attendance from 1987 to 1991 was not satisfactory as indicated in Para 4 of the counter statement. Due to this tendency of the first party a letter S/LO/L/14118 dated 05-03-1991 was served a proposal of discharge from the work. On the repentance and assurance, to give a final chance he was permitted to work as per the letter dated 14-3-1991. Subsequently the first party again remained absent from 23-03-1992. After the disciplinary action he has submitted a resignation letter dated 02-04-1992. The second party accepted the resignation letter and he has been relieved by issuing a relieving order stating that his name is removed from the rolls of the company in pursuance of his resignation letter. However the first party gave a letter dated 28-4-92 for re-employment but his request was turned down due to his irregularity.

7. They have denied the allegations made against them as frivolous and they have never misused their official position to discharge the first party. Therefore they have prayed for rejection of the reference.

8. On the basis of the pleadings and the points in dispute the parties are directed on 11-11-91 to lead the evidence on the points of dispute and also to give a finding for the letter dated 02-04-1992 which was an alleged letter of resignation given by the first party. Since the matter required no evidence for adjudication an order was made to that effect. In view of some contentions allegations of the letter dated 02-04-1992, parties have been allowed to lead their evidence. The first party examined himself as WW-1. The second party examined a retired Mines Manager and Present mines Foremen as MW-I and MW-II respectively.

9. On going through both oral and documentary evidence the entire dispute rests on the question of the alleged voluntary resignation letter dated 02-04-1992.

10. It is not in dispute nor can be disputed that due to habitual and continuous unauthorised absences of the first party the letter Ex. M-6 dated 5-3-91 was issued proposing the punishment of discharge after the report of the enquiry officer. By a letter dated 14-3-91 Ex. M-2, the management issued final warning. In view of his written undertaking allowed him to attend the work. The first party was suffering from viral fever as per the medical certificate Ex. W-1 which shows he is required to take rest for 8 days w.e.f. 23-3-92. The contention of the first party is that his sickness was intimated vide an acknowledgement dated 23-3-92 (which was not marked as exhibit but annexed to the register document). Ex. W-2 is a fitness certificate issued by the very same medical officer to resume duties from 31-3-92.

11. However the first party disputes Ex. M-3 as the letter given by him on 2-4-92 for voluntary resignation. He has stated in his claim statement that he has signed a blank paper on the assurance of Mines Manager that he will be allowed to work from next day. In his evidence he stated that on 2-4-92 he went to the workspot as he was advised on 30-3-92 to come on 2-4-92. On the direction of the Mines Manager he meets Mines Labour Officer who asked him to put his signature on a blank paper and he will make arrangement to secure his job. He further says that he declined to sign on any blank paper without there being any contents in the said letter. Thereafter one Mr. Dhana-palan, his neighbour, working under the second party informs him to meet the labour officer on 28-4-92 there the labour officer took his signature in a letter and asked him to report for duty on 1-5-92. It is his contention in the evidence that he do not know the contents of the letter where his signature was taken. His further evidence is that on 1-5-92 as directed by the Labour Officer he goes to the mines but they have not provided him any work as he has resigned his job.

12. As against this evidence MW-1, M. V. Subramaniam, the then Mines Manager, deposes that due to frequent absenteeism of the first party day to day work of the mine was affected. He has also stated Exs. M-1, M-2, and M-6 are the correspondence related to the absenteeism. According to him the first party tendered his resignation as per Ex. M-3 and he accepted the same as a Manager and forwarded the letter to the personnel department for record and action. In the cross-examination he shows his ignorance of medical certificates and also denied the suggestions that Ex. M-3 was not a letter given by the workman.

13. MW-2, the present Mines Foreman, who is aware of this situation at hand, spoken to the letters exhibit M-6, Ex-M/7 and the reply of the first party Ex. M-1. These documents relates to the conduct of the first party in absenting himself and the action initiated by the second party. He has also spoken of Ex. M-3 an alleged letter of resignation (Kannal language) and he has signed at Ex. M-3A as a Mines Manager. He has also given the evidence of Ex. M-4, a letter of request for re-appointment.

14. In his cross examination he states that the first party gave a leave application about his sickness on 23-3-1992 and he also produced certificate of fitness to return to the duty as per Ex. W-2 but shows his ignorance as to what direction given by the management. He further stated that if an employee absented himself continuously for 7 days on medical grounds he will be sent to the District Medical Officer, to get the fitness certificate. He has denied the suggestion that he was called for work on 2-4-1992 and later refused to give the work.

15. The learned advocates submitted written arguments. The learned advocate for the first party also placed his reliance on some decisions in support of his contention.

16. The entire case depends on Ex. M-3, which of course, the first party gave some contradictory versions in his claim statement and the evidence. He has maintained in his claim statement that his signature was obtained on a blank paper on 2-4-1992 after the returned from sick leave. In the evidence he says he was not signed any blank sheet but later the Labour Officer of the Mines took the signature in a letter and asked him to report for duty on 1-5-92.

17. It is the contention of the learned advocate for the first party that the first party to prove his sickness has produced Ex. W-1 and Ex. W-2 which demonstrates that he was suffering from viral fever and he was now resume the duty on 30-3-92. Therefore there is no occasion for him to give a resignation letter on 2-4-92. In fact he has denied for having written the said letter and the signature containing thereon. His subsequent conduct of pressing for getting his appointment is required to be appreciated.

18. The second party can not resort to clause 23 (XI) of Standing Orders because the workman intimated the fact of his illness, which is a non-marked document now marked by the court as Ex. C1. This we are doing to arrive at a proper conclusion. The receipt of Ex. W-1 and W-2 was not denied by the second party, therefore the obvious conclusion is he was asked to attend on 2-4-92. If we arrive at this conclusion that Ex. W-3 remains as a suspected document. Of course I will not resort to say that the opinion of hand-writing expert is necessary. In these circumstances Ex. M-7 does not free from suspicion.

19. Of course there was no scope for the parties to reach a proper conclusion as there was no evidence placed by the first party before the second party as they have not resorted to such a stage at all.

20. Since Ex. M-3 is surrounded by suspicion the benefit should be given to the workman. It is true that the workman was chronic absentee and caused some inconvenience to the second party. But as spoken by MW-2 about 1000 workmen were working in the mine. The first party, having worked from 1981 some consideration is to be shown to this aspect of the matter. Therefore I have no hesitation to hold that the order of discharge on the basis of Ex. M-3 an alleged letter of voluntary resignation is not justified.

21. Since the first party has contributed to some extent, to this sorry state of affairs, the second party can not be

penalised. Therefore there is no order of any back wages to the workman due to his irregular attendance. But taking into consideration that the workman was driven to fight this litigation from 1992 onwards he shall be compensated to some monetary benefits. He has stated in his evidence that the second party was paying a daily wages at Rs. 65 per day. It roughly works out to Rs. 1860 for 24 working days in a month. Therefore a sum of Rs. 20,000 is awarded as a lump sum compensation payable by the second party. Taking into consideration his long service rendered to the second party, though a little blemished, the second party is directed to re-instate the first party to his original position within 30 days from the date of this award and fix the salary as it is payable to his category in the Mines on the date of reinstatement.

(Dictated to the stenographer, transcribed by her, corrected and signed by me on 15th December, 1998.)

JUSTICE R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 28 दिसम्बर, 1998

का.आ. 240.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत गोल्ड माइन्स लि., के प्रबंधकों के संकट नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-12-98 को प्राप्त हुआ था।

[सं. एल-43012/10/95-आई.आर. (विधि)]

बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 28th December, 1998

S.O. 240.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bharat Gold Mines Ltd. and their workman, which was received by the Central Government on 28-12-98.

[No. L-43012/10/95-IR(Misc.)]

B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL/CUM LABOUR COURT, BANGALORE

Dated, 1st December, 1998

PRESENT:

Justice R. Ramakrishna, Presiding Officer.

C. R. No. 76/97

I PARTY

The Sr. Vice-President,
Bharat Gold Mines Ltd.,
Labour Association No. 42,
N. T. Block, Ooragam Post,
Kolar Gold Fields-563120.

II PARTY

The Mg. Director,
Suvarna Bhavan,
Bharat Gold Mines Ltd.,
K.G.F.-563120.

AWARD

The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute for adjudication vide Order No. L-43012/10/95-IR(Misc.) dated 15-9-95 on the following Schedule:

SCHEDULE

"Whether the management of Bharat Gold Mines Ltd. is justified in reducing 2 increments of Shri M. Govindaraj in 1991 and 1 increment in 1992 for alleged disobedience and for remaining absent? If not, to what relief the workman is entitled and from which date?"

The cause of the workman is espoused by Senior Vice President, B.G.M.L. At K.G.F. A ordinary notice issued to the first party is without any effect. A notice under RPAD was duly acknowledged during November, 1997, but the first party has not appeared. Once again a notice under RPAD was issued which was also acknowledged by the first party. He has failed to appear once again.

The first party in addition to this type of non co-operation is not serious to comply the mandatory provisions contained under rule 10(B).

In view of these circumstances there can not be any adjudication without there being claim statement. Therefore the reference is rejected.

JUSTICE R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 21 दिसम्बर, 1998

का.आ. 241.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस. ई. सी. एस. के प्रबंधकों के संकट नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार की 18-12-98 को प्राप्त हुआ था।

[सं. एल-22012/494/94-आई.आर. (सी-II)]

वी. के. राजन, डेस्क अधिकारी

New Delhi, the 21st December, 1998

S.O. 241.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of S.E.C. Ltd. and their workman, which was received by the Central Government on 18-12-98.

[No. L-22012/494/94-IR (C-II)]

V. K. RAJAN, Desk Officer

अनुबंध

केन्द्रीय औद्योगिक न्यायाधिकरण एवं श्रम न्यायालय,

जबलपुर म. प्र.

डी. एन. दीक्षित,

पीठस्थान अधिकारी

प्र.क्र. सीजीआईटी/एलसी/आर/51/95

श्री बिखराम

अभियंता श्री पयुक्त

एक्स-सीजीएम झाड़वर

बालमी प्रोजेक्ट

डाकघर बाल्गी प्रोजेक्ट,

जिला - बिलासपुर (म. प्र.) ...

प्रार्थी

विरुद्ध

प्रोजेक्ट आफिसर

एस. ई. सी. एस. बाल्गी प्रोजेक्ट,

डाकघर बाल्गी प्रोजेक्ट

जिला - बिलासपुर (म. प्र.) ... प्रतिप्रार्थी

अर्वाइ

दिनांकित : 26-11-1998

1. भारत सरकार, श्रम मंत्रालय, नई दिल्ली ने अपने आदेश संख्या एल-22012/494/94-आई.आर. (सी-2) दिनांक 2-3-95 के द्वारा निम्नलिखित विवाद निराकरण हेतु इस अधिकरण को भेजा है :—

"Whether the action of the management of S.E.C.L., Balgi Project District Bilaspur in dismissing Shri Khikh Ram S/o Padum Lal, Ex-C.G.M. Driver Cat-V Balgi Project from services vide letter No. SECL/Balgi/CS/3527 dated, 25-09-93 is justified? If not, to what relief the workman concerned is entitled to?"

2. श्रमिक अंतिम बार इस न्यायालय में दिनांक 13-2-98 को उपस्थित हुआ। श्रमिक को निर्देश दिये गये कि वह 15 दिवस में प्रबंधन को अपना स्टेटमेंट की नकल दें श्रमिक ने ऐसा नहीं किया। इसके पश्चात् दिनांक 26-3-98, 4-6-98, 29-7-98 को श्रमिक अनुपस्थित हो गया। आज दिनांक तक श्रमिक इस न्यायालय में उपस्थित नहीं हुआ। ऐसा प्रतीत होता है कि श्रमिक को कोई रुचि इस विवाद के निराकरण में नहीं है।

3. श्रमिक के विरुद्ध और प्रबंधन के पक्ष में इस विवाद का निराकरण किया जाता है। दोनों पक्ष इस प्रकरण का अपना-अपना व्यय वहन करें।

4. नियमानुसार अर्वाइ की प्रतियां भारत सरकार, श्रम मंत्रालय, नई दिल्ली को प्रेषित की जाती है।

डी. एन. दीक्षित, पीठासीन अधिकारी

नई दिल्ली, 21 दिसम्बर, 1998

का.आ. 242.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एस. ई. सी. एस. के प्रबंधन के संबंध नियोजकों और उन के कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट को प्रकाशित करती, जो केन्द्रीय सरकार को 18-12-98 को प्राप्त हुआ था।

[सं. एल-22012/217/92-आई.आर. (सी II)]

वी. के. राजन, डेस्क अधिकारी

New Delhi, the 21st December, 1998.

S.O. 242.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of S.E.C. Ltd. and their workman, which was received by the Central Government on 18-12-98.

[No. L-22012/217/92-IR (C-II)]

V. K. RAJAN, Desk Officer

अनुबंध

केन्द्रीय औद्योगिक अधिकरण एवं श्रम न्यायालय,

जबलपुर म. प्र.

डी. एन. दीक्षित

पीठासीन अधिकारी

प्र. क्र. सीजीआईटी/एलसीआर/242/92

श्रीमती मानकुंवर बाई

मार्फत - श्री इन्द्रपाल पाण्डे

सदस्य एन. सी. एम. एस.

पो.-विश्रामपुर कालरी

जिला - सरगुजा (म. प्र.)

—प्रार्थी

विरुद्ध

जनरल मैनेजर

विश्रामपुर एरिया आफ एसईसीएल

पो. विश्रामपुर कालरी

जिला सरगुजा म. प्र.

—प्रतिप्रार्थी

अर्वाइ

दिनांकित : 26-11-1998

1. श्रम मंत्रालय, भारत सरकार, नई दिल्ली ने अपने आदेश संख्या एल-22012/217/92-आई.आर. (सी 2) दिनांक 10-12-92 के द्वारा निम्नलिखित विवाद निराकरण हेतु इस अधिकरण को भेजा है :—

अनुसूची

"Whether the action of General Manager, Bismampur Area of S.E.C.L. in refusing employment to Smt. Mankuwar Bai, W/o Late Biswanath, Suttilecar Operator, as per provisions of Clauses 10.4.1 and 10.4.2 of NCWA-II is legal and justified? If not, to what relief Smt. Mankuwar Bai is entitled to?"

2. श्रमिक इस न्यायालय में दिनांक 2-4-98, 1-6-98 और 29-7-98 को अनुपस्थित रही। इसके पश्चात् भी श्रमिक ने उपस्थित होकर कोई आवेदन नहीं दिया। ऐसा प्रतीत होता है कि श्रमिक को वर्तमान प्रकरण के निराकरण में कोई रुचि नहीं।

3. प्रबंधन के पक्ष में अर्वाइ दिया जाता है। दोनों पक्ष इस प्रकरण का अपना-अपना व्यय वहन करें।

4. नियमानुसार अर्वाइ की प्रतियां भारत सरकार, श्रम मंत्रालय, नई दिल्ली को प्रेषित की जाती है।

डी. एन. दीक्षित, पीठासीन अधिकारी

नई दिल्ली, 21 दिसम्बर, 1998

का.आ. 243.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी. सी. एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-12-98 को प्राप्त हुआ था।

[सं. एल-22012/167/94-आई आर (सी-II)]

बी.के. राजन, डेस्क अधिकारी

New Delhi, the 21st December, 1998

S.O. 243.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Hyderabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of S.C.C. Ltd. and their workman, which was received by the Central Government on the 18-12-98.

[No. L-22012/167/94-IR (C-II)]

V. K. RANJAN, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL-I
AT HYDERABAD

Present :

Sri C. V. Raghavaiah, B.Sc., B.L., Industrial Tribunal-I,
Hyderabad.

Dated the 3rd day of July, 1998

M. P. NOS. 4 TO 53 OF 1997

IN

INDUSTRIAL DISPUTE NO. 70 OF 1995
BETWEEN

1. K. Shanker (M.P. No. 4/97)
2. Gunosa Lingaiah (M.P. No. 5/97)
3. K. Sammaiah (M.P. No. 6/97)
4. J. Lingaiah (M.P. No. 7/97)
5. Gone Rajaiah (M.P. No. 8/97)
6. J. Hanumaiah (M. P. No. 9/97)
7. Balla Narayana (M.P. No. 10/97)
8. J. Parvathalu (M.P. No. 11/97)
9. J. Gattaiah (M.P. No. 12/97)
10. J. Mallesh (M.P. No. 13/97)
11. P. Rajaiah (M.P. No. 14/97)
12. Chippakurti Banaiah (M.P. No. 15/97)
13. S. K. Azgar Pasha (M.P. No. 16/97)
14. G. Ramaiah (M.P. No. 17/97)
15. Ch. Rajaiah (M.P. No. 18/97)
16. J. Raju Ram (M.P. No. 19/97)
17. A. Gattaiah (M.P. No. 20/97)
18. M. Bhoomaiah (M.P. No. 21/97)
19. Jannapally Venkaty (M.P. No. 22/97)
20. A. Lingaiah (M.P. No. 23/97)
21. A. Buchaiah (M.P. No. 24/97)

22. Gone Banaiah (M.P. No. 25/97)
23. M. Rajam (M.P. No. 26/97)
24. Indaram Bapu (M.P. No. 27/97)
25. B. Odalu (M.P. No. 28/97)
26. V. Rammurthy (M.P. No. 29/97)
27. G. Durgaiah (M.P. No. 30/97)
28. Ch. Kistaiah (M.P. No. 31/97)
29. R. Satyanarayana (M.P. No. 32/97)
30. N. Madhavaiah (M.P. No. 33/97)
31. G. Durgaiah (M.P. No. 34/97)
32. A. Srinivas (M.P. No. 35/97)
33. A. Rayamallu (M.P. No. 36/97)
34. R. Chinniah (M.P. No. 37/97)
35. V. Obely (M.P. No. 38/97)
36. B. Rajamma (M.P. No. 39/97)
37. K. Gattalah (M.P. No. 40/97)
38. K. Ramaiah (M.P. No. 41/97)
39. P. Laxmaiah (M.P. No. 42/97)
40. Godari Rajaiah (M.P. No. 43/97)
41. K. Rajam (M.P. No. 44/97)
42. M. Papa Rao (M.P. No. 45/97)
43. Jumidi Rajam (M.P. No. 46/97)
44. B. Ramanjaneyulu (M.P. No. 47/97)
45. M. Shankar (M.P. No. 48/97)
46. Bhaskarla Rajanna (M.P. No. 49/97)
47. K. Vishnuvardhan (M.P. No. 50/97)
48. Vanaparthi Banaiah (M.P. No. 51/97)
49. B. Narayana (M.P. No. 52/97)
50. Godari Hanumanthu (M.P. No. 53/97)

C/o A. K. Jayaprakash Rao
Advocate, High Court of A.P.,
3-4-206/2, Lingampalli,
Hyderabad-500027.

— Petitioners.

AND

- (1) The Director (Personnel)
Singareni Collieries Company Limited,
Kothagudem, Khammam District.
- (2) The Area Manager,
Mineral Exploration Corporation Limited,
Nagole, Hyderabad — Respondent

Appearances :

M/s. A. K. Jayaprakash Rao and K. Srinivasa Rao, Ad-
vocates for the Petitioner.

M/s. K. Srinivasa Murthy and G. Sudha, Advocates for
the Respondent No. 1.

M/s. P. Nageshwar Sree and C. Niranjan Rao, Advocates
for the Respondent No. 2.

COMMON AWARD

These petitions are filed by the individual workman U/s. 33-A of the Industrial Disputes Act, 1947 during the pendency of I.D. No. 70/95 which was referred by the Government of India, Ministry of Labour, New Delhi as follows : vide Order No. L-220102/167/94-IR (C-II), dt. 13-6-95 :

"Whether the order of management of Singareni Collieries Company Limited in denying to confirm the contract labours working in the permanent perminial job in the Indaram mine is legal and justified ? If not, to what relief the workmen are entitled ?"

For setting aside the order of termination passed by the 2nd respondent holding that the action of the 2nd respondent in engaging the contract labourers is contrary to the provisions of Contract Labour (regulation and abolition) Act and further to grant the relief of reinstatement into service with full back wages and all other attendant benefits.

2. The 1st respondent filed a counter in each case resisting the petition on 13-11-97. The 2nd respondent filed a counter in each case resisting the petition on 17-11-97.

3. After filing their pleadings, both the parties were not ready for enquiry though so many adjournments were granted to them from 18-11-97 to 3-7-98.

4. On perusal of the docket sheet I am satisfied that the petitioner who filed the petition U/s. 33-A is not evincing any interest to prosecute the matter and even the petitioner did not adduce any evidence to pass any order in favour of him. Hence there is no other alternative except to close the matter. Even on the last day of adjournment i.e. on 3-7-98 neither the petitioner nor his counsel are present nor any representation was made on their behalf. Hence the petition is dismissed.

Given under my hand and the seal of this Tribunal, this the 3rd day of July, 1998.

C. V. RAGHAVIAH, Industrial Tribunal-I

No oral or documentary evidence is adduced on either side.

नई दिल्ली, 21 दिसम्बर, 1998

का.आ. 244.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ए.ई.सी.एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, आसनसोल के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-12-98 को प्राप्त हुआ था।

[सं. एल.-22012/85/97-आई आर (सी-II)]

वी.के. राजन, डेस्क अधिकारी

New Delhi, the 21st December, 1998

S.O. 244.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Asansol as shown in the Annexure, in the industrial dispute between the employers in relation to the management of E.C. Ltd. and their workman, which was received by the Central Government on the 18-12-98.

[No. L-22019/85/97-IR(C-II)]

V. K. RAJAN, Desk Officer.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL, ASANSOL

REFERENCE NO. 20 OF 1998

PRESENT:

Shri R. S. Mishra,
Presiding Officer.

PARTIES:

Employers in relation to the management of Khardi B Colliery of M/s. E.C. Ltd.,

AND

Their Workman.

APPEARANCES:

For the Employer : None.

For the Workman : None.

Industry : Coal.

State : West Bengal.

Dated the 7th December, 1998

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 has referred the following dispute to this Tribunal for adjudication vide Government of India, Ministry of Labour's Order No. L-22012/85/97-IR dated 17-7-98.

"Whether the action of the management of Khardi B Colliery, Barilwan in dismissing Sh. Arjun Dore, Sweeper wof. 13-12-94 is legal and justified? If not, what relief he is entitled to?"

2. The union neither appears nor takes any step. Apparently no more interested in the dispute.

3. Hence 'No Dispute Award' is passed.

R. S. MISHRA, Presiding Officer.

नई दिल्ली, 21 दिसम्बर, 1998.

का.आ. 245.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.ई.सी.एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-12-98 को प्राप्त हुआ था।

[सं. एल.-22012/81/88-डी-IV (बी)]

वी.के. राजन, डेस्क अधिकारी

New Delhi, the 21st December, 1998

S.O. 245.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of S.E.C. Ltd. and their workman, which was received by the Central Government on the 18-12-98.

[No. L-22012/81/88-D-IV(B)]

V. K. RAJAN, Desk Officer.

अनुबंध

केन्द्रीय औद्योगिक अधिकरण एवं श्रम न्यायालय,
जबलपुर (म.प्र.)

डी.एन. वीक्षित

पीठासीन अधिकारी

प्र.क. सीजीआईटी/एलसी/आर/109/89

सैफेदरी

एम.पी. कोयला श्रमिक संघ (सीटू)

अमलई बांध, पो. अमलई कालरी,

जिला—शहडोल (म.प्र.)

—प्रार्थी

विरुद्ध

बी डिप्टी सीएमई/सब एरिया मैनेजर,

धनपुरी ओसीएफ ग्रुप,

पो. अमलई कालरी जिला शहडोल (म.प्र.)

—प्रतिप्रार्थी

अर्वाइ

दिनांकित : 2/12/1998

1. भारत सरकार, श्रम मंत्रालय नई दिल्ली ने अपने आदेश संख्या एस-22012/81/88-डी-4-बी दिनांकित 12-5-89 के द्वारा निम्नलिखित विवाद निराकरण हेतु इस अधिकरण को भेजा है:—

अनुसूची

“Whether the action of the management of Dhanpuri Open Cast Mines of M/s. SECL over not regularising Smt. Kailashi and Smt. Manjibai w.e.f. 1-2-83 particularly when other contractor workers were regularised from 1-2-83 as per the settlement dated 16-2-82 is justified. If not, to what relief the workmen are entitled?”

2. श्रमिक मंजीबाई और कैलाशी बाई के अनुसार ये दोनों ठेकेदार की कर्मचारी थी और मिट्टी के गोटे बनाती थी। इनके संबंध में यूनियन और प्रबंधन के बीच समझौता हुआ, जिसके अनुसार गोटा बनाने वाले ठेकेदार के सभी कर्मचारियों को प्रबंधन ने अपना कर्मचारी बनाया। प्रबंधन ने दूसरे कामगारों को अपना कर्मचारी बनाया, किन्तु इन दोनों श्रमिकों को नहीं बनाया। दोनों श्रमिकों ने बहुत बार प्रबंधन से इस संबंध में संर्क किया, किन्तु उन्हें सफलता नहीं मिली। श्रमिक चाहती हैं कि उनको द्विपक्षीय समझौते के आधार पर दिनांक 1-2-83 से प्रबंधन की सेवा में लिया जाये और इस दिनांक से अभी तक नियमानुसार वेतन और भत्ते दिये जायें।

3. प्रबंधन के अनुसार दिनांक 16-9-82 को यूनियन और प्रबंधन के बीच समझौता हुआ। जिसमें यह तय हुआ कि जितने भी गोटा बनाने वाले श्रमिक ठेकेदार के कामगार हैं, इन सब को प्रबंधन सेवा में लेगा। इस समझौते के पालन में ठेकेदार के साथ काम करने वाले सभी गोटा कामगारों को प्रबंधन की सेवा में लिया गया। इस समझौते का पूरा रूप से पालन किया गया। वर्तमान श्रमिक कैलाशी बाई और मंजीबाई ठेकेदार के कर्मचारी नहीं थी, इसी कारण प्रबंधन इनको अपनी सेवा में रखने के लिये जिम्मेदार नहीं है। ये दोनों श्रमिक ठेकेदार के कर्मचारी नहीं थे। द्विपक्षीय समझौते के आधार पर एक कमेटी बनाई गई, जिसमें कालरी के

अफसर और यूनियन के पदाधिकारी थे। इन लोगों ने परीक्षण करके यह पाया कि ठेकेदार के केवल पांच कर्मचारी गोटे बनाते थे। इन कर्मचारियों को प्रबंधन ने सेवा में लिया। प्रबंधन के अनुसार श्रमिकों के क्लेम का कोई आधार नहीं है। इस कारण इन्हें निरस्त होना चाहिये।

4. प्रदर्श-एम-1 पर्सनल मैनेजर का पत्र है, जिसमें उल्लेख है कि ठेकेदार के गोटा बनाने वाले कर्मचारियों के संबंध श्रमिक यूनियन और प्रबंधन के बीच में समझौता हुआ। इस लेख में समझौते की शर्तें दी हुई हैं। समझौते के आधार पर दिनांक 12-10-82 को प्रबंधन और यूनियन के अधिकारियों की मीटिंग हुई और इन लोगों ने ठेकेदार के लेख देखकर यह पाया कि 5 कामगार गोटा बनाते थे। इनके नाम का उल्लेख प्रदर्श-एम-2 में है। आवेश प्रदर्श-एम-3 के द्वारा ठेकेदार के साथ काम करने वाले पांच कामगार को प्रबंधन ने अपनी सेवा में लिया।

5. प्रदर्श-एम-2 और एम-3 के अनुसार जितने कामगार ठेकेदार के अन्तर्गत गोटा बनाते थे, उन सभी को प्रबंधन ने अपनी सेवा में ले लिया है। यह श्रमिकों को सिद्ध करना है कि वे यह बतायें कि वे ठेकेदार के साथ गोटा बनाते थे। श्रमिक ने इस संबंध में कोई भी लेख प्रस्तुत नहीं किया है।

6. मंजीबाई ने न्यायालय में कथन दिये हैं कि वह ठेकेदार के साथ गोटा बनाती थी। इसके साधियों को प्रबंधन ने नौकरी दी, किन्तु इन्हें नहीं दी। इस गवाह ने कहा है कि इसकी हाजरी ठेकेदार करता था। पेमेंट भी करता था। ये दोनों लेख श्रमिक ने प्रस्तुत नहीं किये हैं। श्रमिक के गवाह रामकली बाई ने यह कहा है कि उसके साथ कैलाशी बाई और मंजीबाई काम करती थी। इस गवाह ने यह भी कहा है कि उसे यूनियन के मार्फत अपना केस लगाया था। इस पर समझौता हुआ था और उसे कंपनी में नौकरी मिली थी। अगर इस गवाह ने केस लगाया था तो इस बात का कोई भी स्पष्टीकरण नहीं है कि कैलाशी बाई और मंजीबाई ने केस क्यों नहीं लगाया था। इस प्रकरण में लिखित या मौखिक कोई साक्ष्य नहीं है कि कैलाशी बाई और मंजीबाई ठेकेदार के अन्तर्गत गोटा बनाती थी।

7. प्रबंधन के गवाह श्री एस.बी. सहाय ने कहा है कि इन्होंने ठेकेदार के रिकार्ड का अवलोकन किया था तथा इनको केवल 5 मजदूर ऐसे मिले, जो ठेकेदार के अन्तर्गत गोटा बनाने का काम करते थे। इनकी रिपोर्ट प्रदर्श-एम-2 है, जिस पर इनके और यूनियन प्रतिनिधि के हस्ताक्षर हैं। इस गवाह ने स्पष्ट कहा है कि ठेकेदार के रिकार्ड में श्रमिक कैलाशी बाई और मंजीबाई का नाम नहीं था।

8. श्रमिक यह सिद्ध नहीं कर सकी कि वे बर्मन ठेकेदार की नौकरी में गिरावट ब्रनाती थी और द्विपक्षीय समझौते के अनुसार उन्हें प्रबंधन की नौकरी पाने की पावता है। अवार्ड दिया जाता है कि दोनों श्रमिक कोई भी सहायता पाने की अधिकारी नहीं हैं। दोनों पक्ष इस प्रकरण का अपना-अपना व्यय वहन करें।

9. नियमानुसार अवार्ड की प्रतियां भारत सरकार, श्रम मंत्रालय, नई दिल्ली को प्रेषित की जाती हैं।

डी.एन. दीक्षित, पीठासीन अधिकारी

नई दिल्ली, 21 दिसम्बर, 1998

का. आ. 246.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इन्ड्यू.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण जबलपुर के पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार को 18-12-98 को प्राप्त हुआ था।

[सं. एल.-21012/89/86-डी.-III(बी)]

वी. के. राजन, डेस्क अधिकारी

New Delhi, the 21st December, 1998

S.O. 246.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of W.C. Ltd. and their workman, which was received by the Central Government on the 18-12-98.

[No. L-21012/89/86-D-III(B)]

V. K. RAJAN, Desk Officer

अनुबंध

केन्द्रीय औद्योगिक अधिकरण एवं श्रम न्यायालय,
जबलपुर म.प्र.

डी.एन. दीक्षित

पीठासीन अधिकारी

प्र. क्र. सीजीआईटी/एलसी/आर/133/87

जनरल सैक्रेटरी,

म.प्र. कोलियरी वर्कर्स फेडरेशन,

झाकधर-साउथ झारखंड कोलियरी,

जिला सरगुजा (म.प्र.)

—प्रार्थी

विरुद्ध

उप क्षेत्रीय प्रबंधक,

उप क्षेत्र - रामनगर,

झाकधर : रामनगर कोलियरी,

जिला-शहडोल (म.प्र.)

—प्रतिप्रार्थी

अवार्ड

दिनांक : 31-12-1998

1. भारत सरकार, श्रम मंत्रालय, नई दिल्ली ने अपने आदेश सं० एल-21012/89/86-डी-3(बी) दिनांक 23-7-87 के द्वारा निम्नलिखित विवाद निराकरण हेतु इस अधिकरण को भेजा है :—

अनुसूची

"क्या रामनगर कोलियरी के भूतपूर्व श्रेणी-2 क्लर्क श्री रामेश्वर तिवारी को इन्ड्यू.सी.एल. (अब एस. ई.सी.एल.) की रामनगर कोलियरी जिला शहडोल के प्रबंधक द्वारा दिनांक 21/22-11-80 के पत्र संख्या एम/आर.ए.एम. डिस्मिसल/1145 द्वारा बरखास्त करना न्यायोचित्य है। यदि नहीं, तो यह कर्मकार किस अनुलोष का हकदार है।"

2. प्रबंधन के अनुसार श्री रामेश्वर तिवारी श्रमिक दिनांक 2-7-80 को रामनगर कालरी में लिपिक श्रेणी-2 थे। इस दिनांक को रात्रि वो बजे श्रमिक ने कालरी की बस रोकी और श्री बी.एन. सिन्हा, मैनेजर को नंगी गालियां दी तथा जान से मारने की धमकी दी। श्रमिक ने श्री बी.एन. सिन्हा को बस में धक्का मारकर निकाला तथा उनके साथ मारपीट की। श्रमिक को आरोप दिया गया। इसका उत्तर श्रमिक ने दिया। उत्तर से असंतुष्ट होकर श्रमिक के विरुद्ध विभागीय जांच की गई। विभागीय जांच में सूचना के बाद भी श्रमिक अनुपस्थित हो गया और उसके विरुद्ध एकपक्षीय कार्यवाही की गई। जांच अधिकारी ने श्रमिक को कदाचरण का दोषी पाया। नियंत्रक अधिकारी ने भी श्रमिक को कदाचरण का दोषी पाया और उसे 29-11-80 से सेवा से पृथक किया। श्रमिक ने इस आदेश की अपील की, किन्तु अपील निरस्त हुई। प्रबंधन के अनुसार श्रमिक को दिया गया दण्ड कदाचरण के अनुरूप है तथा इसमें हस्तक्षेप की आवश्यकता नहीं है।

3. श्रमिक रामेश्वर तिवारी के अनुसार प्रबंधन का यह आरोप गलत है कि उसने श्री बी.एन. सिन्हा के साथ मारपीट की, घसीटा, गालियां दी और बतमीजी की। यह आरोप भी असत्य है कि उसने श्री सिन्हा को बस रोककर प्रताड़ित किया। वास्तविकता यह है कि इस समय वह अपने मकान में था और शासकीय कार्य कर रहा था। श्रमिक को आधी रात चौखुत्कार की आवाज सुनाई दी और श्री चौधरी के बंगले गया, वहां उसने देखा कि श्री बी.एन. सिन्हा, जगवन्त सिंह, आर.के. लाल और बी.एन. खरे जनेश्वर तिवारी को मार रहे थे। श्रमिक ने जनेश्वर तिवारी की रक्षा की। मारपीट करने वालों ने स्वयं की बचत के लिए श्रमिक को झूठा फंसाया है। श्रमिक के विरुद्ध जो विभागीय जांच की गई, उसमें पहले जांचकर्ता दो अधिकारी एक के बाद एक नियुक्त किये गये और इन

दोनों को हटाकर श्री जे. के. घोष को जांचकर्ता अधिकारी नियुक्त किया गया। ऐसा जानबूझकर किया गया। श्री घोष ने मनमाने तरीके से विभागीय जांच संचालित की और नियमों के प्रतिकूल निष्कर्ष निकाले। श्री घोष के जांच अधिकारी होने के विरोध में श्रमिक ने बहुत से आवेदन दिये, किन्तु ये तिरस्त हो गये। श्रमिक के अनुसार विभागीय जांच नियमों के प्रतिकूल है और और नैसर्गिक न्याय के सिद्धांतों के विपरीत है। श्रमिक को दिया गया कदाचरण का दण्ड भी अवैधानिक है। विभागीय जांच में श्रमिक के विरुद्ध कदाचरण सिद्ध नहीं होते। श्रमिक चाहता है कि उसका सेवामुक्ति का आवेदन दिनांक 22-11-80 निरस्त किया जाए और उसे पुनः सेवा में लिया जाए तथा इस पूरी अवधि का वेतन और भत्ते उसे नियमानुसार दिये जायें।

4. इस न्यायालय ने दिनांक 11-11-91 को यह पाया है कि विभागीय जांच अवैधानिक और नियमों के विपरीत है। इसके पश्चात् न्यायालय ने श्रमिक के विरुद्ध न्यायालय में कदाचरण सिद्ध करने की अनुमति नहीं दी।

5. श्रमिक के विरुद्ध दंडिक प्रकरण न्यायालय में चला तथा अतिरिक्त सब न्यायाधीश, शहडोल ने श्रमिक को सभी आरोपों से दोषमुक्त किया। दंडिक प्रकरण में सभी प्रत्यक्षदर्शी साक्ष्यों के कथन कराये गये थे और इनकी विवेचना के पश्चात् ही श्रमिक को दोषमुक्त किया गया है। वर्तमान प्रकरण में विभागीय जांच दोषपूर्ण होने के पश्चात् कोई लैखिक या मौखिक साक्ष्य श्रमिक के विरुद्ध नहीं है। ऐसी स्थिति में यह पाया जाता है कि श्रमिक के विरुद्ध कदाचरण सिद्ध नहीं हुआ। इस कारण श्रमिक को दण्ड भी नहीं दिया जा सकता।

6. श्रमिक का सेवामुक्ति का आवेदन दिनांक 22-11-80 निरस्त किया जाता है। श्रमिक लगातार सेवा में माना जावेगा और नियमों के अनुसार वेतन और भत्ते पाने का अधिकारी होगा। यही अवार्ड श्रमिक के पक्ष में दिया जाता है। श्रमिक को सभी भुगतान अवार्ड मुद्रित होने के तीन माह के अन्दर किये जायें। इस अवधि के पश्चात् श्रमिक को रोक दी गई राशि पर 12 प्रतिशत प्रतिवर्ष की दर से व्याज पाने का अधिकार रहेगा। दोनों पक्ष इस प्रकरण का अपना-अपना व्यय वहन करें।

7. नियमानुसार अवार्ड की प्रतियां भारत सरकार, श्रम मंत्रालय, नई दिल्ली को प्रेषित की जाती है।

डी. एन. दीक्षित, पीठासीन अधिकारी

नई दिल्ली, 21 दिसम्बर, 1998

का.आ. 247.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुमरण में, केन्द्रीय सरकार एस. ई. सी. एल. के प्रबंधक के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-12-98 को प्राप्त हुआ था।

[सं. एल-21012/5/87 डी-III (बी)]

वी. के. राजन, डेस्क अधिकारी

New Delhi, the 21st December, 1998

S.O. 247.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of S.E.C. Ltd. and their workman, which was received by the Central Government on the 18-12-98.

No. L-21012/5/87-D-III(B)]

V. K. RAJAN, Desk Officer.

अनुबंध

केन्द्रीय औद्योगिक अधिकरण एवं श्रम न्यायालय,
जबलपुर (म. प्र.)
डी. एन. दीक्षित
पीठासीन अधिकारी

प्र. क्र. सीजीआईटी/एलसी/आर/139/1987

महासचिव,

एम. पी. सी. डब्ल्यू. एफ.

हंसदेव एरिया,

डाकघर-साउथ मगराखंड कोलियरी,

जिला सरगुजा (मध्य प्रदेश)

प्रा थीं

विरुद्ध

उप क्षेत्र प्रबंधक,

साउथ ईस्टर्न कोलफील्ड लिमिटेड

रामनगर सब एरिया,

डाकघर-रामनगर कोलियरी,

जिला-शाहडोल (म. प्र.)

प्रतिप्राप्ति

अवार्ड

दिनांक : 4-12-1998

1. भारत सरकार, श्रम मंत्रालय, नई दिल्ली ने अपने आवेदन सं. एल-21012/5/87-डी-3(बी) दिनांक 31-7-87 के द्वारा निम्नलिखित विवाद निराकरण हेतु इस अधिकरण को भेजा है।

अनुसूची

“क्या वेस्टर्न कोलफील्ड्स लि. (अब साउथ ईस्टर्न को. लि.) के झिम्बर कोलिथरी जिला शाहडोल के प्रबंधक का श्री जनेश्वर तिवारी, भुतपूर्व ग्रेड-1 क्लर्क, झिम्बर कोलिथरी को अपने पत्र सं. एम/झिम्बर/डिसमिसल 295 20/10-9-80 द्वारा सेवा से बर्खास्त करने की कार्यवाही न्यायोचित है। यदि नहीं तो कर्मकार किसी अनुतोष का हकदार है।”

2. श्रमिक के अनुसार वह झिम्बर कालरी में दिनांक 2-7-80 को कार्यरत था। श्रमिक के विरुद्ध यह आरोप लगाया गया कि वह श्री चौधरी के बंगले में गया और वहाँ पर उसने जशवन्त सिंह को गालियाँ दी और बर्खास्तर्ज की। श्रमिक ने आरोप का उत्तर दिया। श्रमिक के अनुसार वह श्री जशवन्त सिंह के निमंत्रण पर श्री चौधरी के बंगले में पाटा में गया था। पार्टी में मेहमानों ने शराब पी। श्रमिक ने श्री चौधरी से क्वाटर के रख-रखाव के संबंध में शिकायत की। जशवन्त सिंह आर. के. लाल, और बी. एन. सिन्हा ने श्रमिक को घेरा और जान से मारने की धमकी दी। इन लोगों ने श्रमिक के साथ धक्का मुक्की की। दूसरे मेहमानों ने श्रमिक को बचाया। श्रमिक को प्रकारण ही फंसाया गया। श्रमिक के विरुद्ध विभागीय जांच श्री घोष ने की। यह जांच नियमों के विपरीत है। श्रमिक को पूरा अवसर अपने पक्ष समर्थन का नहीं दिया गया। एक पक्षीय जांच में श्रमिक को दोषी पाया जांचकर्ता अधिकारी की रिपोर्ट पर नियंत्रक अधिकारी ने विश्वास किया और श्रमिक को दिनांक 30-9-80 से सेवामुक्त किया गया। श्रमिक के अनुसार उसे दिया गया दण्ड कदाचरण को गंभीरता को देखते हुए अत्यधिक है। श्रमिक चाहता है कि सेवामुक्ति का आदेश दिनांक 30-9-80 निरस्त किया जाए उसे पुनः सेवा में किया जाए तथा निवृत्त होना का दिनांक से निरन्तर नियमानुसार वेतन और भत्ते दिये जायें।

3. प्रबंधन के अनुसार दिनांक 2-7-80 को श्रमिक झिम्बर कालरी में लिपिक वर्ग-1 था। इस दिनांक को रात्रि को श्रमिक बिना निमंत्रण श्री चौधरी के मकान में गया और श्री जशवन्त सिंह को गाली-गुल्ता झूमा झटको को श्रमिक का आरोप पत्र दिया गया। इसका उत्तर जो श्रमिक न दिया, वह समावजनक नहीं था। इस कारण उसके विरुद्ध विभागीय जांच प्रारंभ की गई। श्री जे. के. घोष ने प्रारंभिक जांच का विभागीय जांच में पेशी दिनांक 1-8-80, 6-8-80, 13-8-80 नियत की गई इन तीनों ताराखा में श्रमिक विभागीय जांच में उपस्थित नहीं हुआ। दिनांक 21-8-80 को श्रमिक पुनः अनुपस्थित हो गया और जांच 30-8-80 को नियत की गई। दिनांक 30-8-80 को भी जब श्रमिक उपस्थित नहीं हुआ तो उसके विरुद्ध एक पक्षीय कार्यवाही की गई श्रमिक ने जानबूझकर विभागीय जांच का उपेक्षा की है जांचकर्ता अधिकारी की रिपोर्ट पर श्रमिक को दिनांक 30-9-80 से सेवामुक्त किया गया। श्रमिक को दिया गया दण्ड कदाचरण के अनुपात में

सही है। प्रबंधन यह चाहता है कि श्रमिक ने गंभीर कदाचरण किया है इस कारण उसे दिये गये दण्ड की पुष्टि की जाए।

4. इस प्रकार के सभी लेखों और मौखिक साक्ष्य आईर-शीट दिनांक 13/3/95 के अनुसार प्रकरण क्रमांक आर/133/87 में संलग्न है।

5. दिनांक 11/11/91 को इस न्यायालय ने यह पाया कि श्रमिक को विभागीय जांच में सभी लेखों की प्रतियाँ नहीं दी गई थी और साक्षियों की सूची भी नहीं दी गई थी। न्यायालय ने श्रमिक के विरुद्ध विभागीय जांच को त्रुटिपूर्ण एवं अवैधानिक पाया।

6. प्रबंधन को यह सिद्ध करना है कि श्रमिक ने श्री जसवन्त सिंह को गालियाँ दी और चोट पहुँचाई। प्रबंधन ने इस न्यायालय में जो गवाह प्रस्तुत किए हैं, उनमें से किसी ने यह नहीं कहा कि तत्कालीन घटना के समय श्रमिक शराब पीये था। श्रमिक पर एक आरोप यह भी है कि वह घटना के समय शराब पीये था।

7. प्रबंधन के गवाह श्री पी. के. खट्वा ने श्रमिक को पार्टी में नहीं देखा। इस गवाह के अनुसार पार्टी में मारपीट नहीं हुई। इस प्रकार गवाह आर. सी. यादव ने भी मारपीट की बात से मना किया। प्रबंधन ने जो भी साक्ष्य दिये, उससे यह सिद्ध नहीं होता कि श्रमिक ने पार्टी में श्री जसवन्त सिंह को गालियाँ दी या धक्का-मुक्की की?

8. श्रमिक ने इस न्यायालय में अपना शपथ-पत्र दिया है और उस पर उसका प्रतिपरीक्षण हुआ है। श्रमिक ने कहा है कि पार्टी में जसवन्त सिंह शराब पी रहा थे और उसने और उसके साथियों ने श्रमिक को मारा। श्रमिक के कथन की पुष्टि उसके गवाह पुरुषोत्तम बुत्रे ने की है।

9. दांडिक प्रकरण में श्री जसवन्त सिंह ने इस बात से बना किया है कि श्रमिक ने उनके साथ-धक्का-मुक्की की थी या उन्हें मारा था। इस प्रकार श्री जसवन्त सिंह ने इस प्रकरण में जो कथन दिये हैं, वे दांडिक प्रकरण के कथन के विपरीत हैं।

10. विभागीय जांच में जो आरोप थे, वैसे ही आरोप जसवन्त सिंह के थाने में रिपोर्ट लिखाने के कारण उत्पन्न दांडिक प्रकरण में थे। इस दांडिक प्रकरण में अतिरिक्त सत्र नीयाधीश ने श्रमिक को निरपराध माना और दोषमुक्त किया। यह परिस्थिति भी श्रमिक के अनकूल है।

11. ऊपर लिखी विवेचना का निष्कर्ष यह है कि प्रबंधन यह सिद्ध नहीं कर सकी कि श्रमिक ने जसवन्त सिंह के साथ धक्का-मुक्की की है और गालियाँ दी है तथा कदाचरण किया है। ऐसी स्थिति में श्रमिक को प्रकारण ही सेवामुक्ति का आदेश 30/9/80 दिया गया है। इस आदेश को निरस्त किया जाता है। अर्थात् श्रमिक के पक्ष में दिया जाता है। श्रमिक लगातार सेवा में मिला जावेगा और नियमानुसार वेतन और भत्ते पाने का अधि-

कारी होगा। श्रमिक को सभी भुगतान अवार्ड मुद्रित होने के तीन माह के अन्दर किये जायें। इस अवधि के पश्चात् श्रमिक को रोकती हुई राशि पर 12 प्रतिशत प्रतिवर्ष की दर से ब्याज पाने की पावता होगी। दोनों पक्ष इस प्रकरण का अपना-अपना व्यय वहन करें।

32. नियमानुसार अवार्ड की प्रतियां भारत सरकार, श्रम मंत्रालय, नई दिल्ली को प्रेषित की जाती है।

डी.एन. दीक्षित, पीठासीन अधिकारी

नई दिल्ली, 21 दिसम्बर, 1998

का.आ. 248.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सैसंस ई.सी.एल. के प्रबन्धसंस के संबन्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण आसनसोल के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-12-98 को प्राप्त हुआ था।

[सं एल. 19012/35/87-डी-IV (बी)]
वी.के. राजन, डेस्क अधिकारी

New Delhi, the 21st December, 1998

S.O. 248.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Asansol as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. E. C. Ltd. and their workman, which was received by the Central Government on 18-12-98.

[No. L-19012/35/87-DIV(B)]
V. K. RAJAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, ASANSOL

PRESENT:

Shri R. S. Misra, Presiding Officer.

Reference No. 4 of 1989

PARTIES:

Employers in relation to the management of Burradhemu Colliery, Sitarampur Area of M/s. E. C. Ltd.

AND

Their Workmen.

APPEARANCES:

For the Employers: 1. Shri P. K. Das, Advocate and

2. Shri R. N. Majumdar, Senior Advocate.

For the Union: Shri S. Malkhandi, Advocate.

INDUSTRY: Coal. STATE: West Bengal.

Dated, the 1st December, 1998

AWARD

By Order No. L-19012/35/87-D.IV.B dated, the 4th October, 1988, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal:

"Whether the General Manager, Sitarampur Area of M/s. Eastern Coalfields Ltd., Borachak House, P.O. Sitarampur, District Burdwan was justified in denying employment to S/Sri T. K. Sarkar and 238 others (List enclosed in Annexure-A), the retrenched workmen of Burradhemu Colliery by not implementing the Tri-partite Settlement dated 13th September, 1972? If not, to what relief the workmen are entitled and from what date?"

2. This is a typical case where the aggrieved workmen have been fighting for their cause since the last 24 years.

3. Admitted back-ground facts.—In pursuance of the Coal Mines (Taking over or Management) Act, 1973, the management of all operational coal mines, specified in the schedule of the Act vested in Central Government on and from the appointed day i.e. 31-1-1973. Burradhemu Colliery at Sitarampur owned by North Dinamo Coal Company Ltd. (Sl. No. 310 in the schedule) was one of the coal mines, the management of which vested in the Central Government. This legislation was enacted to provide for the taking over, in the public interest, or the management of coal mines, pending nationalisation of such mines with a view to ensuring rational and coordinated development of coal production and for promoting optimum utilisation of the coal resources consistent with the growing requirements of the country and for matters connected therewith or incidental thereto. Subsequently in the same year i.e. in 1973, Coal Mines (Nationalisation) Act, 1973, was enacted to provide for the acquisition and transfer of right, title and interest of the owners of such operational coal mines specified in the schedule with a view to re-organising and reconstructing such coal mines so as to ensure the rational, coordinated and scientific development and utilisation of coal resources consistent with the growing requirements of the country, in order that the ownership and control of such resources are vested in the State and thereby so distributed at best to sub-serve the common good and for matters connected therewith or incidental thereto. In pursuance of the provision in Section 3(1) of the said Act, the right, title and interest of the owners in relation to the coal mines specified in the schedule under the Act stood transferred to and vested absolutely in the Central Government free from all encumbrances, on and from the appointed day i.e. 1-5-1973. The aforesaid Burradhemu Colliery at Sitarampur (Sl. No. 406 in the schedule) was one of the coal mines the ownership of which was transferred and vested in the Central Government under the said Act. The erstwhile private Owner of this Burradhemu Colliery had suspended mining operation in the colliery with effect from 11-6-1972 and had retrenched 1282 workmen of the colliery with effect from the same date. On 13-9-1972 a Tri-partite Settlement was arrived at between the representatives of the functional union operating in the colliery and the representatives of the erstwhile Owner in presence of the then Assistant Labour Commissioner (Central), Asansol. The settlement contains 5 clauses, out of which Clause Nos. 1 and 2 are as follows:—

"(1) The management will restart the mine as early as possible under intimation to the R.L.C. (C), Asansol and the A.L.C. (C) concerned. The Union will extend co-operation for smooth reopening of the same and there will be no objection from the side of the Union with regard to despatch of coal lying in the depot of the colliery.

(2) It was agreed that with regard to employment of the workmen the management will put up requisition according to their needs from time to time to Sri Pravat Goswami, Jt. General Secretary of C.M.U. (INTUC) and Dr. J. G. Sharma, Member of the Executive Committee, CMU (INTUC) and they will furnish the names and details of the workmen from among the retrenched keeping in view of the provision of the Industrial Disputes Act."

The Union was Colliery Mazdoor Union (INTUC). Mining operation was re-started in a part of the mine in November, 1972 and in pursuance of the terms of the settlement, about 600 retrenched workmen were taken back and re-employed in the colliery by the erstwhile private Owner. While the settlement was thus in the process of implementation, the management of the colliery vested in the Central Government. Further implementation of the settlement was not made by the Central Government or by the Custodian appointed by the Central Government, during the period when management of the colliery was with the Central Government. Section 5 of the Coal Mines (Nationalisation) Act, 1973, empowered the Central Government to direct vesting of the right, title and interest in respect of coal mines in a Government Company, instead of the Central Government itself. In pursuance of direction issued by the Central Government, under this provision, right, title and interest in respect of the coal mines vested in the Government Company named Coal Mines Authority Ltd. Subsequently it was re-named as Coal India Limited. Thereafter its subsidiary company named Eastern Coalfield was brought into existence and this subsidiary company covered all the coal mines located in the Eastern Division of the original Government company named Coal Mines Authority Limited. The Burradhemu Colliery having been located in the Eastern Division, accordingly came under the management of the subsidiary Government Company named Eastern Coalfields Limited. This Government Company i.e. the E.C.L. re-organised its coal mines to separate areas and kept them under administrative control of respective General Managers. The Burradhemu Colliery was mutually kept under the control of the Area General Manager of Dissergarh Area and later on in pursuance of further re-organisation its administrative control was transferred to the General Manager, Sitarampur Area. Through subsequent re-organisation and re-grouping of mines, Burradhemu Colliery was brought within the jurisdiction of Dhemomai Area. (General Manager of Dhemomai Area filed written statement on behalf of the Management). The Government Company did not further implement the Tri-partite settlement and it also did not terminate the same. On 8-4-74 there was a discussion by the present management with another union named Colliery Mazdoor Sabha (AITUC), which took up the cause of the remaining retrenched workmen of Burradhemu Colliery, with demand for re-employment of at least 100 retrenched employees. But the management did not offer re-employment to anybody. All these workmen named in the reference are among the left out retrenched employees of Burradhemu Colliery. In the same year i.e. in 1974, most of the retrenched employees including these workmen, filed a Civil Suit in the local Civil Court at Asansol against the Government Company for redressal of their grievance. The Civil Suit was dismissed by judgement dated 6-5-1978 on the ground of lack of jurisdiction. Thereafter in 1978 itself this trade union i.e. Koyla Mazdoor Congress took up the cause of 399 left out retrenched employees including these concerned workmen with the present management. But negative response was received and so it formally raised an industrial dispute during early part of 1979 before the R.L.C. (C), Asansol demanding their re-employment. In course of the consequential conciliation proceeding, both the parties agreed in writing in presence of the R.L.C. (C) to hold bilateral mutual discussions between themselves for coming to an amicable settlement. The R.L.C. (C), Asansol accordingly closed the industrial dispute and sent a report dated 19-10-1979 in this line to the Central Government. Subsequently mutual discussions between the parties took place at different levels and stages. But finally on 10-4-1985 the management expressed categorically that it was not in a position to consider re-employment of said retrenched workmen. This union then formally raised another industrial dispute on 3-8-1985 before the R.L.C. (C), Asansol, demanding further implementation of the Tri-partite settlement and also demanding consequential re-employment of the retrenched workers. During the ensuing conciliation proceeding, the management disowned its obligation to honour the tripartite settlement. So the conciliation proceeding failed and the R.L.C. (C), Asansol ultimately submitted a report dated 17-3-1989 regarding failure of conciliation and recommending reference of the industrial dispute covering all the 399 named workers. On consideration of the report of the R.L.C. (C), Asansol, the Ministry of Labour instructed the Dy. C.L.C. (Central), Dhanbad to enquire whether there were

grounds or materials in support of the claim that all the 399 persons were retrenched employees of the erstwhile private management. The Dy. C.L.C. (C), Dhanbad verified retrenchment notices in respect of these concerned workmen produced before him by the union and recommended their genuineness. The Central Government accordingly sent this reference in respect of only the concerned workman named therein.

4. The Union's version :—In consequence of taking over of management of coal mines followed by their nationalisation the Government Company i.e. the E.C.L. Ltd became the successor-in-interest of the erstwhile private Owner of Burradhemu Colliery within the meaning of Sec. 18(3) of the Industrial Disputes Act, in respect of the Tri-partite Settlement dated 13-9-1972 and the said settlement has been all along binding on the Government Company. Management of only running coal mines were taken over under the Coal Mines (Taking over of Management) Act and so also only operational mines were treated as "mines" for the purpose of nationalisation under the Coal Mines (Nationalisation) Act. Burradhemu mining area has been all along in operational/running stage. After nationalisation the left out retrenched workmen approached the Government Company to further implement the Tri-partite settlement and to accordingly re-employ them. In response the Government Company agreed on 8-4-1974 to re-employ 100 persons out of the retrenched employees. But none was offered re-employment much less re-employed. The Government Company's response to the demand for further implementation of the Tri-partite settlement had been always evasive till the last stage. Only in August, 1986 during conciliation proceeding of this industrial dispute, it for the first time disowned its obligation to implement the Tri-partite settlement. It also flouted the provision in Sec. 25-H of the I.D. Act in not offering re-employment to any one of the remaining retrenched workmen, even though a large number of persons were employed by it in Burradhemu mine and in other units. This sponsoring union is competent to raise the industrial dispute particularly because the concerned workmen are now its members. The management must provide re-employment and compensation to all the concerned retrenched workmen.

5. The management's version :—There was never any employer-employee relationship between the parties and so technically speaking the question of any industrial dispute between the parties does not arise. The reference is otherwise not maintainable and is bad in law. Because of special over-riding provisions in the Coal Mines (Nationalisation) Act, it is not legally permissible to treat the Government Company as successor-in-interest of the erstwhile private owner. Section 18(3) of the Industrial Disputes Act is not applicable to it and the Tri-partite settlement is not binding on it. The sponsoring union has no locus-standi to seek enforcement of the settlement because it was not a party to it. Otherwise also it is not competent to raise the industrial dispute because the concerned workmen were/are not its members. The workable coal reserves of Burradhemu Colliery were exhausted and the colliery became unfit for operation. Therefore it was closed by the present management with effect from 16-5-1973 and employees working therein at the time of nationalisation were transferred to other collieries/units of the Government Company. The question of physical implementation of the Tri-partite Settlement accordingly stands ruled out. On 8-4-1974 another union named Colliery Mazdoor Sabha (AITUC) had of course taken up the matter with the management demanding re-employment of 100 retrenched persons. But the management had not agreed to the demand. After nationalisation additional man-power was not recruited or employed in Burradhemu mine. There was no scope for compliance of the provision in Section 25-H of the I.D. Act. The Government Company is a losing concern and it is saddled with over employment in other collieries. Therefore on moral ground also the company is not in a position to entertain the demand for re-employment. Other units/collieries have nothing to do with the concerned workmen because their erstwhile Owners were different from the previous owner of Burradhemu mine and so subsequent employment if any in other collieries has no relevancy to the reference. The present management's response was never evasive and because of special provision in the Coal Mines

(Nationalisation) Act, there was no obligation at all on the part of the Government Company to entertain any demand for re-employment of retrenched employees.

6. The following points come up for consideration :—

- (i) Whether the sponsoring union is competent to raise the industrial dispute?
- (ii) Whether the matter covered by the reference is not an industrial dispute and whether the reference is bad in law or is not maintainable.
- (iii) Whether the management's plea that Burradhemio mine has been closed since 16-5-1973 is acceptable?
- (iv) Whether enforceability of the Tri-partite settlement against the Government Company is hit by any provision in the Coal Mines (Nationalisation) Act, 1973 and whether the Tri-partite settlement is not binding on the Government Company?
- (v) Whether the Government Company's response to the demands of the concerned retrenched workmen for further implementation of the Tri-partite settlement and for consequential re-employment to them had been evasive till the stage of conciliation during the second industrial dispute?
- (vi) Whether there was new employment by the Government Company in Burradhemio mine and whether there was violation of the provision in Section 25-H of the I.D. Act by the present Government Company with regard to the concerned retrenched workmen?
- (vii) Whether the Government Company's action in not providing re-employment to the concerned retrenched workman was justified?
- (viii) Whether presently the concerned retrenched workmen are entitled to any relief and if so in what form?

For better appreciation point Nos. (v), (iii), (iv), (ii) and (i) may be considered in this order before considering point Nos. (vii) & (viii).

7. Point No. (v):—Admittedly there were several discussions at different levels and stages between the management and the sponsoring union over the issue of further re-employment in pursuance of the tripartite settlement. Whatever documents concerning these discussions were available to the union have been filed by it. The documents are W-8, W-23, W-24, W-17, W-19, W-20, W-4 and W-25 respectively. Contents of the documents would reveal the shifting stands taken by the management.

8. The document marked W-8 is a letter dated 11-1-1979 from the Addl. Chief Personnel Officer to the General Secretary of the Union in response to a letter dated 18-12-1978 by the General Secretary to the Hon'ble Minister forwarding an application signed by 397 retrenched workmen addressed to the Hon'ble Minister demanding their re-employment. (This fact is reflected by the letter itself). The management expressed in this letter that old records could not be traced out to substantiate that the said retrenched workmen were employed in the colliery and that a Civil Suit by 700 retrenched workers for re-employment had been subjudice. The management also expressed that they had no liability for the persons who were not on the rolls of the previous owner on the date of take-over of the management. The union therefore had to raise a formal industrial dispute before the R.L.C. (C) Asansol demanding re-employment to 399 retrenched employees in pursuance of the tripartite settlement. W-23 is the minutes of the proceedings dated 10-10-1979 during conciliation. It was duly signed by the representatives of the management who participated in the proceeding on behalf of the management. The representatives of the union also signed in it. The minutes reflect that both the parties agreed to hold mutual discussion for a settlement of the dispute. The relevant portion of the minutes is as follows :—

retrenched workmen concerned and whether they have got any right of re-employment under Section 25H of I.D. Act, 1947. The union also wanted bonus sheet of the erstwhile owners for the year 1971-72. However, the management agreed to discuss this matter thoroughly with the union and request the union to produce the records in their possession to explore possibilities of settlement. The Union is requested to fix up a date convenient to them and the management and try to settle the case. To enable the parties to have mutual discussion and settlement the case is treated as closed for the present. The parties have agreed to start mutual discussion on 25-10-1979 at the office of the General Manager, Dishergurh Area of E.C. Ltd."

The documents marked W-24 is the report of the R.L.C. (C) Asansol dated 19-10-1979 to the Ministry of Labour informing that the parties so agreed and that accordingly the industrial dispute was closed.

9. The remarkable point is that though earlier the management's stand, as communicated vide Ext. W-8, was that it had no liability in respect of persons who were not on the rolls of the previous owner on the date of take over, subsequently during conciliation of the industrial dispute raised by the union in 1979, it retracted from this stand and agreed for future mutual discussions to arrive at a settlement of the dispute. If the management would have stuck to their earlier stand, the concerned workmen would have at least got the scope of an early adjudication of their dispute. But by tactically retrenching from the earlier stand and by not declaring its stand before the R.L.C.(C) the management prevented the retrenched employees from proceeding ahead with their industrial dispute. By giving the commitment for future mutual discussions, it left the matter hanging and also kept the concerned workmen hoping.

10. The document marked Ext. W-17 is a letter dated 1-4-1981 by the Dy. Personnel Manager to the General Secretary of the Union forwarding a copy of the minutes of discussion dated 7-3-1980 between the Director Personnel and the management. The minutes of this meeting is not available and the management also did not produce the same. So it is not known what transpired during the said discussion dated 7-3-1980. Ext. W-19 is the minutes of a subsequent discussion dated 10-3-1981. The said discussion was attended by the Dy. Chief Personnel Manager on behalf of the management. On behalf of the Union it was attended by its Secretary and others. As reflected by the minutes, the management expressed that old records of the concerned workmen were not available and that in the absence of the records nothing could be done. Next document i.e. Ext. W-20 is the minutes of a subsequent discussion dated 2-8-1982. It is a high level discussion attended by the Director in charge (W.D.) and the Personnel Manager (W.D.) on behalf of the management and the General Secretary along with two others on behalf of the Union. It was decided in the meeting that the file would be sent to the Chief Managing Director of the Government Company for his decision and for giving guidelines. Next is the minutes of discussion dated 22-2-1984 between the D.I.C. (W.D.) and the General Secretary of the Union, which is reflected by Ext. W-4. It reveals that the earlier decision to send the file to the Chief Managing Director was not yet carried out and in this meeting the D.I.C. directed the Personnel Manager (W.D.) to prepare the file covering the documents given by the Union. The last in the series of discussions is the meeting dated 21-3-1985 between the D.I.C. (W.D.) and the General Secretary of the Union, Ext. W-25 is its minutes. In that meeting the union was told by the management simply that the company was not in a position to consider the case of re-employment to the concerned retrenched employees. Reasons for not considering the case is not disclosed in the minutes. During conciliation of the second industrial dispute on 25-8-1986, the management vide Ext. W-10 disowned any legal obligation to provide re-employment to the retrenchees in pursuance of the tripartite settlement.

"In the absence of records the management have not been able to get the names and particulars of the

11. Different stands taken by the management on the ed as follows :—

union's demand at various stages, may be summarily reflect-

Occasion	Mode	Stand
1	2	3
1st	Through letter dated 11-1-79	Old records not available. Matter subjudice. Not liable for persons not in the roll of the previous owner on the date of take over.
2nd	Conciliation meeting dated 10-10-79	Earlier view not adopted and agreed to hold mutual discussion with the union for achieving a settlement.
3rd	Mutual discussion dated 10-3-81	Old records not available and in their absence nothing could be done.
4th	Mutual discussion dated 2-8-82	The file would be sent to the Chief General Manager for his decision and guidelines.
5th	Mutual discussion dated 22-8-84	Earlier decision to refer the file to the C.M.D. not yet carried out. Direction to the Personnel Manager to prepare the file.
6th	Mutual discussion dated 10-4-85	Government Company not in a position to consider the demand. Reason not disclosed.
7th	Conciliation stage dated 25-8-86 during 2nd industrial dispute.	No Legal obligation to provide re-employment to the retrenchees.

It may be noted that though the management had initially expressed the view that it had no responsibility for persons not on the rolls of the previous owner, it changed the stand and gave a false hope for a settlement of the demand through mutual discussions. It does not explain why it changed its stand and gave the false hope to the poor retrenched workmen. The commitment on 2-8-1982 that the file would be sent to the C.M.D. for his decision was nothing but an act of giving renewed hope. Thus till 10-4-1985 the management kept the matter hanging and went on keeping the poor workmen guessing and constantly in a state of false hope. Even on 10-4-1985, it did not openly declare that it had no legal obligations to honour the demand for re-employment. Undoubtedly the management's response during all these years till 1985 to the concerned workmen's demand for re-employment had been evasive and it kept the matter hanging through constantly false hope to them till then.

12. Point No. (iii).—Only operational mines were covered by both the Coal Mines (Taking over of Management) Act, as well as the Coal Mines (Nationalisation) Act. Apparently Burradhemmo mine was in operational stage at the time of take over of its management on 31-1-73 and at the time of its nationalisation on 1-5-1973. In fact it is the admitted position that at the time of take over of its management and subsequent nationalisation, it was found to be a running mine with six hundred employees working in it.

13. The Management's plea of closure has been amplified in para Nos. 2(e) and 5 of the written statement filed by it. Its stand is that workable coal reserves of Burradhemmo Colliery became exhausted and that as it became unfit for operation due to such depletion of coal reserves, it was closed down with effect from 16-5-1973. The union disputes this plea and even challenges the management vide para No. 5 (viii) of its W.S. to produce the permission of the Government for alleged closure of the mine.

14. Management's witness No. 2 (M.W.2) is one M. P. Baliasi. He had been the Chief Personnel Officer under the erstwhile owner and he was a signatory to the tripartite settlement. After nationalisation he was inducted into the Government Company. The geographical description of

the colliery is explained by him in para-2 of his deposition. The colliery had two sections, one being a pit mine and the other being an incline mine. He added in para-8 of his deposition that the pit mine section was named as Burradhemmo mine and that the incline mine section was named as East Dhemmo mine. For the sake of better operational management, a working mine was sub-divided into different pockets, the pockets being termed as "Districts".

15. Section 5(2) of the Coal Mines (Nationalisation) Act provides that the Government Company would be deemed to be the lessee in respect of the mining lease granted to the owner of a nationalised coal mine. Extent of area leased out to Burradhemmo Colliery under the mining lease is of much significance in studying position of coal reserves therein. But it is not disclosed by the management. The technical survey report together with the mine plan reflecting depletion of workable coal reserves in the entire colliery and recommending its closure have also not been produced by the management.

16. Whether workable coal-reserves in the colliery were completely depleted and whether due to such depletion the colliery became completely in-operative since 16-5-1973 are questions of fact and it being the management's plea, the onus is on it to substantiate the same. But not a single piece of material is produced in support of such versions. The aforesaid M.W.2 said in para 4 of his deposition that although operation in one district in East Dhemmo was closed due to exhaustion of deposit another district in the same section was made ready for operation, that similarly mining work in Burradhemmo section was to be resumed after the idle period and that accordingly the previous owner started mining operation again in November, 1972. Deposit was exhausted only in a single pocket of one section. Re-starting of mining operation was feasible obviously because deposit wise rest of the colliery area was in good condition. On the date of nationalisation i.e. on 1-5-1973 it was found operational with six hundred workers working in it. Depletion of coal reserves in a coal mine is a very slow process and it may take many years. It is highly unlikely that such a coal mine would suddenly face total depletion of coal reserves hardly fifteen days thereafter i.e. on 16-5-1973. It is also extremely unlikely that within fifteen days after nationalisation, the newly borne

Government Company, which had the sudden responsibility to take care of so many mines and to re-organise them would be able to make full technical study of the mine-position and to form a technical opinion that there was depletion of coal reserves in the entire leased area of the mine. Accordingly the plea of depletion of coal reserves is not acceptable.

17. Chapter V-B of the Industrial Dispute Act is applicable to it in the matter of closure of establishment. Section 25-O therein, provides the procedure for closing down an Industrial establishment. Mandatory requirements are application in prescribed manner to the appropriate Government for permission at least 90 days before the date of intended closure and simultaneous service of copies of such application on the representatives of the workmen in the prescribed manner. Neither the permission of the appropriate Government for closure of the mine nor the copy of the application is produced by the management. At least particulars like the letter No. and date of the application and the No. and date of the Order of the appropriate Government are also not furnished. The obvious inference would be that there was no application to the Government for closure of the mine, much less permission of the Government for closure. Also the gap between the date of nationalisation i.e. 1-5-1973 and the alleged date of closure i.e. 16-5-1973, being hardly fifteen days, the question of giving notice 90 days in advance, does not arise. Accordingly the plea of closure of the mine can not be accepted.

18. In fact during various stages of discussion with the union the management never took the stand that the establishment was closed down. Its only stand was that the mine became inoperative. There is a lot of technical difference between "not operating" and "closure". The earliest response of the management to the union is, through its letter dated 11-1-1979, which is marked as Ext. W-8. Therein the management mentioned that though the mine had been working at the time of its take over, mining operations had to be stopped there since 16-5-1973. It did not give the reasons for stopping mining work. The stand in it was not that the mine was closed down. The most important declaration of the management's stand on this matter is in its letter dated 25-8-1986 to the A.L.C. (C) Asansol during conciliation of the second industrial dispute. It has been brought into record as Ext. W-10. The stand on this matter, as disclosed therein, is that though at the time of take-over the colliery was found to be a running mine with 600 employees working therein, it became inoperative from 16-5-1973 due to exhaustion of workable coal reserves therein. It stopped there and it did not say that the mine/establishment was closed.

19. Of-course statement of WW-I in para 22 of his deposition is that towards the last part of 1973, the Government Company closed the Colliery. Similar is WW-3's statement in para 11 of his deposition. But the word "closed" used by them should not be understood in its technical sense because, for reasons explained in above para Nos. 16, 17 and 18, the question of "closure" in its technical sense does not arise. Actually what they meant to say was that the mining operation in its original frame was stopped. On consideration of the statement of M.W. 2 that mining operation in Burradhemmo Section of the mine had been stopped during rainy seasons every year and the fact that after nationalisation individual mines were regrouped by the Government Company thereby discarding previously followed individual operational plans in respect of some mines, it becomes clear that actually it happened i.e. underground operation in this mine in its original frame was stopped by the Government Company at the beginning of the rainy season in 1973 for merging its coal deposit areas through regrouping in a bigger mining project. (Further details in subsequent para Nos. 53 & 54).

20. By that as it may, the management's plea of closure of the Burradhemmo mine since 16-5-1973 is not acceptable.

21. Point No. (iv).—The management's stand is that because of special over-riding provisions in the Coal Mines (Nationalisation) Act, the Tri-partite settlement is not binding on it. Learned Advocate for the management elaborated the point as follows:

"The Tri-partite settlement is a liability within the meaning of Section 7(1) of the Act and the date of settlement being before the appointed day, Section 7(1) provides protection to the Government Company against the settlement.

Under Section 7(2)(b) of the Coal Mines (Nationalisation) Act, no award, decree or order passed in relation to a coal mine, after the appointed day, but in relation to any matter, claim or dispute which arose before that day is enforceable against the Government Company. The Tri-partite settlement comes within the purview of the word "matter, claim dispute" appearing in Section 7(2)(b) of Act and it was made before the appointed day. So an eventual award concerning it is not enforceable against the Government Company and as such the settlement itself has no binding effect on the Government Company.

Under Section 7(2)(c) of the Nationalisation Act no liability for contravention of any provision of law before the appointed day is enforceable against the Government Company. Accordingly liability for non-implementation of the settlement before the appointed day is not enforceable against the Government Company in any form. The legal consequence is that the Government Company cannot be made liable for the Tri-partite Settlement, on the pretext that it is the successor of the previous owner.

Section 28 of the Act nullifies all earlier inconsistent laws and instruments. The Tri-partite settlement is an instrument under the Industrial Disputes Act and so because of the nullifying provision in Section 28, it is not permissible to impose the settlement on the Government Company."

Learned Advocate for the management also cited the decision in First National Bank Ltd. VS. Seth Santlal, AIR 1959 (Punjab) 328, to support his contention that the Tri-partite settlement should be treated as liability. He cited also the decision in Katras-Jharriah Coal Co. Ltd. VS. Markentile Bank, AIR 1981 (Calcutta) 418, to support his contention that Section 7(1) of the Nationalisation Act gives protection to the Government Company against prior liability of the previous owner.

22. The aforesaid submissions call for appropriate understanding of the provisions in Section 7 and 28 of the Coal Mines (Nationalisation) Act. There are seven Chapter in the Act in total consisting of 35 sections. Chapter I is the preliminary part dealing with short title and commencement of the Act and definitions. Chapter II deals with acquisition of rights of owners of coal mines. Section 7 is in this Chapter. Chapter III is regarding payment of amount to previous owners. Chapter IV deals with managements of coal mines. Chapter V deals with provisions relating to employees of coal mines. Chapter VI is regarding "Commissioners of payments". Chapter VII deals with miscellaneous provisions and Section 28 comes in this Chapter.

23. Section 7 which is in Chapter II dealing with acquisition of rights of owners of coal mines is as follows:

"Central Government or Government Company not to be liable for prior liabilities:

- (1) Every liability of the owner, agent, manager or managing contractor of a coal mine, in respect of any period prior to the appointed day, shall be the liability of such owner, agent, manager or managing contractor, as the case may be, and shall be enforceable against him and no against the Central Government or Government company.
- (2) For the removal of doubts, it is hereby declared that—
 - (a) save as otherwise provided elsewhere in this Act, no claim for wages, bonus, royalty, rate, rent, taxes, provident fund, pension, gratuity

or any other dues in relation to a coal mine in respect of any period prior to the appointed day, shall be enforceable against the Central Government or the Government company.

- (b) no award, decree or order of any court, tribunal or other authority in relation to any coal mine passed after the appointed day, but in relation to any matter, claim or dispute which arose before that day, shall be enforceable against the Central Government company.
- (c) no liability for the contravention, before the appointed day, of any provision of law for the time being in force, shall be enforceable against the Central Government or the Government company."

Section 28 which is in Chapter VII dealing with miscellaneous provision, is as follows :

"Effect of this Act on other laws.—The provisions of this Act shall have effect notwithstanding anything inconsistent therewith contained in any other law for the time being in force or in any instrument having effect by virtue of any law other than this Act, or in any decree or order of any court, tribunal or other authority."

On the reading Sections 7 and 28 of the Act together, it appears that the provision in Section 28 only serves as a "non-obstante" clause to the provision in Section 7 of the Act. Section 28 only gives over-riding effect to the provision in Section 7 over other inconsistent laws, instruments and decree or order of court and tribunal. So Section 28 by itself is incapable of making the Tri-partite settlement not-binding or un-enforceable against the Government company. It can at best give over-riding effect to the provision in Section 7 of the Act, inspite of inconsistency, if any, with the Tri-partite settlement or with the Industrial Disputes Act under which the settlement has been created.

24. Now coming to Section 7 of the Coal Mines (Nationalisation) Act, it is found that Section 7(2) does not have independent operation of its own. It operates only within the area covered by Section 7(1). That is why Section 7(2) starts with the words "for removal of doubts it is hereby declared that". It serves only to remove certain doubts in the area of operation of Section 7(1). The Coking Coal Mines (Nationalisation) Act, 1972 and the Coal Mines (Nationalisation) Act, 1973 are in "PARI MATERIA" and the provision in Section 9 in the former Act is identical to the provision in Section 7 of the Coal Mines (Nationalisation) Act. Section 9 of the Coking Coal Mines (Nationalisation) Act came for consideration in the decision in "Workmen concerned represented by Bihar Colliery Kamgar Union VS B.B.C.L., 1978(II) LLJ. (SC) 17 (para 7)". The following was the decision therein :

"..... Section 9(1) deals with pecuniary and other liabilities and has nothing to do with workmen. If at all it has anything to do with workmen it is regarding arrears of wages or other contractual, statutory or tortious liabilities. Section 9(2) operates only in the area of S. 9(1) and that is why it starts off by saying "for the removal of doubts it is hereby declared.....". So, S. 9(2) seeks only to remove doubts in the area covered by S. 9(1) and does not deal with any other topic or subject-matter. Section 9(2)(b) when it refers to "awards" goes along with the words "decrees", or "order". By the canon of construction of *noscitur a sociis* the expression "award" must have a restricted meaning. Moreover, its scope is delimited by S. 9(1). If back wages before the appointed day have been awarded or other sums, accrued prior to nationalisation, have been directed to be paid to any workmen by the new owner, S. 9(2)(b) makes such claims unenforceable. We do not see any reason to hold that S. 9(2)(b) nullifies S. 17(1) or has a larger operation than S. 9(1). We are clear that the whole provision confers immunity against liability,

not a right to jettison workmen under the employ of the previous in the eye of law.

Both the statutes being in "Pari materia", this decision is applicable also in respect of Section 7 of the Coal Mines (Nationalisation) Act. If the spectrum of operation of Section 7(2) as a whole, as explained above, is borne in mind, it becomes clear that the purpose of Section 7(2)(b) is to nullify the effect of any award or decree or order passed against the Government company after the appointed day if the award or decree or order seeks to enforce liability of the previous owner in respect of any period prior to the appointed day. Necessity for this provision is apparently to prevent enforceability of prior liability of previous owner placed in the guise of a subsequent award, decree or order against the Government company. Therefore the submission by the learned Advocate for the management on the basis of Section 7(2)(b) of the Act is not acceptable.

25. Similarly the question of applicability of Section 7(2)(c) does not at all arise because the matter under reference does not seek to enforce liability for contravention of any law. The operational scope of Section 7(2) as a whole, being limited to the area covered by Section 7(1), it is not permissible to extend the meaning of Section 7(2)(c) beyond the said area through application of legal fiction or legal hypothesis. So the management's submission on the basis of Section 2(c) of the Act is also not acceptable.

26. Thus now the focus goes to only Section 7(1) of the Act. It may be repeated that according to the contention advanced by the management's learned Advocate, the Tri-partite settlement is a liability within the meaning of Section 7(1) and the date of settlement being before the appointed day, the provision in it provides protection to the Government Company against the settlement.

27. Conciliation is one of the dispute resolution techniques provided by the Industrial Disputes Act, 1947. Under Section 12(2) of the I.D. Act, it is the duty of the Conciliation Officer to bring about a settlement of the dispute. The dispute stands settled by the settlement. So in effect, a settlement is nothing but resolution of a dispute through the agreed terms incorporated in it. Settlement of an industrial dispute is a phenomenon under the Industrial Disputes Act and the statute takes care of the phenomenon by providing on whom it would be binding and how long it would stand binding.

28. The aforesaid contention advanced by the management's advocate tends to suggest that all settlements between previous owners and their workmen would cease to be operative with nationalisation of their coal mines. Before the appointed day, the previous owners were the employers in coal mines. If the period of liability in Section 7(1) would be decided by acting on the date of settlement, the Government company would refuse to honour till such settlements on the ground that the same are not enforceable against it. The consequence would be that all settlements entered into by previous owners with their workmen, would automatically cease to be operative after the appointed day. Such a blanket consequence or contingency is definitely not envisaged by Section 7(1) of the Coal Mines (Nationalisation) Act.

29. Section 7 of the Act does not provide immunity to the Central Government or the Government company against all liabilities. The immunity is available against liability of the previous owner only and that too in respect of the period prior to the appointed day. The immunity is not available against liability for any period subsequent to the appointed day, even though the liability may be of the previous owner. Therefore an obligation on the part of a previous owner under a settlement, even if treated as liability, the obligation so far as it relates to the period after the appointed day can be enforceable against the Government company. This is what Section 7(1) of the Act means and the present notion should be examined in this light.

30. If the terms in a settlement require any future action by a party, it is obligatory on his part to carry out the same or else he would expose himself for prosecution under Section 25-a of the Industrial Disputes Act. The agreed terms may or may not provide a time limit for carrying out the proposed action. If it is required to be continued upto an indefinite future or is required to be carried out phase by phase over an indefinite period the question of time limit would not arise.

31. Although there are five clauses in the Tri-partite settlement, the substantial terms are in clause Nos. 1 and 2. Vide Clause No. 1 the owner undertook to restart the mine as early as possible and vide Clause No. 2 the owner undertook to provide re-employment to the retrenched employees phase-wise as per its requirements arising from time to time.

32. Management's witness No. 2 had been working as the Chief Personnel Officer under the previous owner and after nationalisation he was inducted into the Government company. He stated in para 4 of his deposition that mining operation was resumed by the previous owner partly in November, 1972 by re-employing some of the retrenched workers. He added through his deposition in para 10 that roughly 650 retrenched employees were re-employed after re-opening of the mine. In para 12 of his deposition he said that the Tri-partite settlement dated 13-9-1972 was only partly implemented and that he did not know what happened to the other un-implemented part.

33. Clause No. 1 was implemented by re-starting mining work in the mine in November, 1972. The proposed future action in Clause No. 2 of the terms of settlement was not limited to immediate or near future. It did not say that re-employment would be given to all the retrenched employees at a time or immediately. Re-employment was agreed to be given in batches depending on periodical future requirements. The "future" was not limited to any fixed period. Rather it was left open to indefinite period, to make the proposed phase-wise re-employment more practicable. The previous owner had hardly four and half month's time in his hand before the management of the coal mines was taken over by the Government on 31-1-1973. Six hundred retrenched workers were given re-employment during this short period. The hope of re-employment of the remaining retrenched workers did not end there. There is absolutely no provision in the Coal Mines (Nationalisation) Act that with the taking over of management or nationalisation, settlements entered into by previous owner with their workmen, would automatically cease to continue. In law, taking over of management or subsequent nationalisation has nothing to do with continuity of operation of the settlement.

34. Further requirement of man-power in the coal mine could still give scope for re-employment in future to the remaining retrenched workers. The unfulfilled part of the second clause, requiring re-employment to the remaining retrenched workers, was not restricted to the period before the appointed day i.e. 1-5-1973 and under the settlement the period for carrying out the same was left open. It was not restricted to any time frame at all, much less to only the period before the appointed day. Rather it was made dependent only on future contingencies of further man-power requirement. As the contingencies would arise so would the action be carried out. Very obviously the period of the proposed action was indefinite future. Therefore even if the employer's obligation vide clause 2 in the Tri-partite settlement dated 13-9-1972 is treated as "liability", within the meaning of Section 7(1) of the Coal Mines (Nationalisation) Act, it would not come within the purview of the immunity provided in the said provision, because the obligation was not in respect of only the period before the appointed day but was also for the period subsequent to the appointed day. Liability for the subsequent period is not protected by the immunity. Accordingly the immunity under Section 7(1) of the Act is not available against clause 2 of the Tri-partite settlement.

35. There is yet another reason to support this conclusion. The obligations under clauses 1 and 2 in the settlement were to re-start mining operation in the mine and to provide re-employment to the retrenched workmen in batches, depending on future periodical requirements of man-power in the coal mine. Proposed re-employments to be given in the mine only. It would take sometime to fully re-start mining operation in the mine. With gradual expansion of mining, the man-power requirement in the mine would increase giving scope for more re-employment in future. The previous owner could carry on the process of making the mine fully operational and could expand the operation only if he continued to be the owner of the mine. Accordingly performance of the aforesaid obligations under the settlement by the previous owner, depended on existence of his ownership over the coal

mine. With compulsory transfer of his ownership, his scope for performing the obligations would be lost and in that event he could not be even made personally liable for non-performance of the obligations. Performance of obligations under the settlement being dependent on continuity of ownership over the coal mine, after compulsory transfer of the ownership to the Government Company through nationalisation, the said performance would not be, in law, enforceable against the previous owner, because of the "doctrine of frustration". The essential idea upon which the doctrine of frustration is based is that of impossibility of performance of the obligation by intrusion or occurrence of an unexpected event or change of circumstances beyond the contemplation of parties. Section 7(1) very clearly speaks that the liability referred to therein shall be enforceable only against the previous owner. Conversely speaking a liability which is not enforceable in law against the previous owner, does not come within the ambit of Section 7(1) of the Act. The provision therein does not postulate an anomalous situation, where the liability is not enforceable against either the previous owner or the transferee of his ownership i.e. the Government company and where the party having a corresponding right is rendered helpless. Therefore the obligation under clauses 1 and 2 of the tri-partite settlement, performance of which by the previous owner is rendered impossible because of nationalisation, does not come within the ambit of the word "liability" appearing in Section 7(1) of the Act. The immunity under Section 7(1) is not accordingly available against clauses 1 and 2 of the tri-partite settlement.

36. What is the meaning of the word "liability" appearing in Section 7(1) of the Act and what is its scope? This is the consequential question automatically flowing from the aforesaid conclusion. Meaning of the word "liability" given in the decision in First National Bank Ltd. Vs. Seth Santlal, AIR 1959 (Punjab) 328, cited by the management's learned Advocate does not answer the question. The decision says that the term "liability" is of large and comprehensive significance and when construed in its usual and ordinary sense in which it is commonly expressed, it expresses the state of being under obligation in law or in justice. This decision is with reference to the shareholder's liability under the Companies Act and it tends to give the meaning of the word "liability" in the context of the Companies Act. What is needed here is not the general meaning of the word "liability", rather the meaning and its scope, as envisaged by Section 7(1) of the Nationalisation Act.

37. The decision in "workmen concerned represented by the Bihar Colliery Kamgar Union—Vs.—B.C. C.L." 1978 (11) LLJ 17 (S.C.), which has been referred to earlier in para No. 24, also explains the meaning of the word "liability" in Section 7(1) of the Coal Mines (Nationalisation) Act. Of course the decision is with reference to Section 9(1) of the Coking Coal Mines (Nationalisation) Act, 1972. But both the statutes being in "PARI MATERIA" and Section 9(1) of the Coking Coal Mines (Nationalisation) Act being identical to Section 7(1) of the Coal Mines (Nationalisation) Act, the decision is applicable also to Section 7(1) of the latter Act. Relevant portion of the decision is as follows :—

—Section 9(1) deals with pecuniary and other liabilities and has nothing to do with the workmen. If at all it has anything to do with workmen it is regarding arrear of wages or other contractual, statutory or tortious liabilities. . . . We are clear that the whole provision confers immunity against liability, not a right to jettison workmen under the employ of the previous owner in the eye of law."

The logic behind the Apex Court's decision that "workmen" do not come within the meaning of the word "liability", is very clear. If employees and the question of their employment would be treated as "liability", the employees would be thrown out by the Government Company on the ground that their right to employment is not enforceable against the Company. By the same logic, the Hon'ble Apex Court's view does not permit inclusion of "retrenched workmen and the question of their re-employment", within the meaning of "liability" envisaged by Section 7(1) of the Coal Mines (Nationalisation) Act. The immunity provided by Section 7(1) of the Act is accordingly not available against the obligation under the tripartite settlement to provide re-employment to the concerned retrenched employees.

38. It is thus found that Section 7 as a whole of the Coal Mines (Nationalisation) Act, read with Section 28 therein is not applicable at all to the Tri-partite settlement dated 13.9.1972 and that the said provisions do not provide any immunity to the Government company against the settlement.

39. Therefore now the position of the Government Company vis-a-vis the erstwhile employer will have to be examined with reference to the Industrial Disputes Act in order to find out whether the Government company is still bound by the settlement because of the provision in Section 18(3)(c) of the I.D. Act as alleged by the Union.

40. Taking over of Managements of operational coal mines under the Coal Mines (Taking over of Management) Act, 1973, was a prelude to nationalisation of coal mines. Under Section 3(1) of the Coal Mines (Nationalisation) Act, on and from the appointed day, all rights, title and interest of owners in relation to the coal mines specified in the schedule of the Act stood transferred to and vested absolutely in the Central Government. In pursuance of the direction by the Central Government issued under Section 5(1) of the Act, the right, title and interest in relation to Burradheмо coal mines vested in the Government company, instead of continuing to vest in the Central Government. Under Section 4(1) of the Act all rights of the owner of the coal mine, under the mining lease granted to him in respect of the said coal mine vested in the Central Government and on and from the date of vesting, the Central Government was deemed to be the lessee in relation to the mine. In pursuance of the provision in Section 5(2) of the Act, consequent upon transfer of the vesting to the Government Company, on and from the date of such vesting the Government company was deemed to have become the lessee in relation to the coal mine. For vesting of all such rights of the coal mine owner an amount specified in the fifth Column corresponding to the entry in respect of this coal mine appearing in the Schedule of the Act, was paid by the Central Government under Section 8 of the Nationalisation Act to the owner. The normal consequential effect arising out of such transfer and vesting of the right, title and interest in the coal mine and the transfer of rights arising out of the corresponding mining lease, is that the Government company became the successor of the erstwhile owner of the said Burradheмо Colliery. In the decision in *Ankannalla Co-operative Agriculture and Industrial Society Vs. Its Workmen*

and others, 1962 (II) LLJ, 621(SC), the Hon'ble Supreme Court laid down certain illustrative tests for determination of the question whether the new employer is the successor of the previous employer for the purpose of Section 18(3)(c) of the Industrial Disputes Act. The present case concerning transfer and vesting of the previous owner's right, title and interest in the operational coal mine and in the corresponding mining lease, satisfies all the illustrative tests laid down by the Hon'ble Supreme Court in the said decision. The consequential legal position is that the Government company is the successor of the erstwhile owner in respect of Burradheмо colliery for the purpose of Section 18(3)(c) of the Industrial Disputes Act.

41. Section 19 of the Industrial Disputes Act deals with the period of operation of settlements and awards. Under Section 19(1) all settlements shall come into operation on such date as is agreed upon by the parties to the dispute and if no date is agreed upon, on the date on which the memorandum of settlement is signed by the parties. Section 19(2) lays down how long a settlement would continue to be binding and it is as follows :—

"Such settlement shall be binding for such period as is agreed upon by the parties, and if no such period is agreed upon, for a period of six months (from the date on which the memorandum of settlement is signed by the parties to the dispute), and shall continue to be binding on the parties after the expiry of the period aforesaid, until the expiry of two months from the date on which a notice in writing of an intention to terminate the settlement is given by one of the parties to the other party or parties to the settlement."

Admittedly there is no notice from any party for termination of the Tri-partite settlement. Accordingly binding effect of the settlement on the parties to it still continues under Section 19(2) of the I.D. Act. Section 18(3) of the said Act specifies the parties on whom a settlement arrived at in course of a conciliation proceeding, shall be binding. The provision in Section 18(3)(c) is that if the employer is party to the settlement, it shall be binding also on his successor in respect of the establishment to which the dispute relates. It has been found now that the Government company is the successor of the erstwhile owner in respect of Burradheмо colliery for the purpose of Section 18(3)(c) of the Industrial Disputes Act. Therefore the consequential position is that the Tri-partite settlement dated 13.9.1972 still continues to be binding and that the Government company i.e. the E.C.L. is bound by the settlement.

42. POINT NO. (ii) —The management's initial technical objection is that there was never any employer—employee relationship between the parties and that accordingly the question of any industrial dispute between the parties does not arise. But it is now found in point No. (iv) that the tripartite settlement for providing possible re-employment in future to the retrenched workmen still continues to be binding and that the Government company i.e. the E.C.L. is bound by the settlement. Also the definition of

"Workman" given in Section 2(s) of the I.D. Act, includes for the purpose of any proceeding under the Act, in relation to an industrial dispute, such person whose retrenchment has led to that dispute. The relevant requirements for constituting an industrial dispute, as defined in Section 2(k) of the I.D. Act, accordingly stand satisfied.

43. On reference to the pleadings of the parties the actual dispute or the point on which the parties are at variance, becomes prominently clear. It is settled position that the tribunal can take the aid of pleadings to understand the actual point of dispute, if it is not accurately reflected by the reference (D.C.M. Co. Ltd. -Vs.- Workmen, AIR 1967 SC, 469). Here the actual dispute under the reference is not a case of simple non-implementation of a binding settlement. It centres on the question whether the settlement is binding on the management. Simple non-implementation of a binding settlement is one proposition and questioning the binding effect of the settlement itself is altogether a different proposition. There is a lot of difference between both the propositions. The scheme of the I.D. Act does not provide any direct remedy against deliberate non-implementation of a settlement by the management. Fear of prosecution U/S. 25-U of the Act for the unfair labour practice vide item 13 of Schedule (v)(i) of the Act arising out of the non-implementation, may act as a deterrent. But prosecution of the defaulting employer does not give the desired physical relief to the workmen. Loss suffered for not getting the agreed physical relief may become the subject matter for another industrial dispute. The question of an alternate relief may also become the subject matter of another industrial dispute. Both the questions are involved in this reference. So even if refusal by the Government Company to honour the settlement is taken as a case of simple non-implementation, the matter covered by the reference becomes an industrial dispute. Apart from that actually it is not a case of simple non-implementation. The binding effect of the settlement itself is questioned here. During conciliation proceeding the management categorically adopted the stand that it was not bound by the settlement, because of some alleged provision in the Coal Mines (Nationalisation) Act. The thrust of the management's stand being on this question, it stands covered by the reference as the basic point. Another question of fact directly involved in this reference is whether any re-employment can be given.

44. Therefore the matter covered by the reference is an industrial dispute and it is not bad in law or non-maintainable.

45. POINT NO. (i).—Admittedly the concerned workmen were not members of this trade union at the time of the tripartite settlement. They became its members later on. The General Secretary of the union who has been examined as W.W. 3 deposed in para 3 of his statement that the concerned workmen became members of his union some time before 1978. W.W. 1 was an office bearer of the previous union which brought the tripartite settlement. He disclosed in para-23 of his deposition that the concerned workmen were members of the previous union i.e. I.N.T.U.C. but subsequently after nationalisation all of them became members of the Koyala Mazdoor

Congress because the I.N.T.U.C. could not provide security to them. There is no material from the side of the management to counter the aforesaid statements of W.W.1 and W.W.3 that the concerned workmen became its members at some stage after rationalisation. On the contrary, as reflected by the available documents, this union started taking up the cause of these concerned workmen with the management right from 1978 and the management had entertained the present union's approaches, thereby indirectly accepting that it was competent to raise the concerned workmen's demands. The dispute arose because the management refused to honour the tripartite settlement and during the said period the concerned workmen were members of this union. So the sponsoring union is competent to raise the industrial dispute.

46. POINT NO. (vi).—The union has not adduced a single piece of material in support of the allegation that there was new recruitment in the mine. Hence the allegation by the union concerning this point fails.

47. Point No. (vii) & (viii).—The answer in point No. (iv) is that the tripartite settlement dated 15-9-1972 still continues to be binding and that the Government Company is bound by it. It is an employment related settlement and it appears to be very practical and fair. It does not at all cast any undue burden on the management. The essential clauses in the settlement are that the management would restart operation in the colliery and that it would offer re-employment to the retrenched employees phase-wise depending on future man-power requirements in the coal mine. The mining operation was partly restarted in November, 1972 in pursuance of the settlement and some 600 retrenched employees were taken back. Its management was taken over by the Central Government only 2-1/2 months thereafter and soon followed the nationalisation. Apparently the erstwhile owner did not get sufficient time to pursue full implementation of the settlement. The Government Company being its successor, all that was required from the Company under the settlement, was honest and good efforts to explore avenues for more employment in the colliery, if necessary by undertaking modification and expansion of the existing operational plan or by adopting possible new integrated mine plan and design for the whole leased area of Butradhemo colliery, so that some more retrenched employees could be rehabilitated.

48. In the event of transfer or take over of a running industrial establishment, the most pragmatic and positive approach by the successor, to earlier settlements by the previous owner with workmen of the Establishment, would be to honour the settlements at least with effect from the date of transfer or take-over instead of hiding the responsibility behind hypothetical legal technicality. This approach is more essential for the sake of better industrial relations in the establishment. Any management with an open and positive sense can easily appreciate advisability of this practical proposition.

49. But unfortunately here the Government Company did not respond with this positive management-practice to the demand of the retrenched employees

for further implementation of the tripartite settlement. Instead of making efforts for implementation of the settlement, it reacted more with an old fashioned bureaucratic mind, always ready with pleas and pretexts, at times incorrect and unfounded, to avoid taking responsibilities.

50. It may be recalled that its earliest response in the matter was communicated through a letter dated 11-1-1979. It was a negative response for three composite reasons, all of which were unfounded. The reasons were non-availability of old records, demand for re-employment allegedly pending for decision in the local civil court and alleged non-liability for persons not in rolls of the previous owner on the date of take-over. The plea of non-availability of old records was baseless because if the Statutory 'B' from register required to be maintained under the Mines Act for retrenching details of persons employed, had not been really available, the company could have acted on retrenchment notices available with the retrenched employees. The suit filed by the retrenched employees demanding re-employment was already dismissed for want of jurisdiction in May, 1978 i.e. about seven months earlier. The plea of no liability for persons not on the rolls of the previous owner was an unfounded pretext, because the fact remained that the Government Company was bound by the settlement.

51. It may be further recalled that subsequently during pendency of the industrial dispute before the R.L.C.(C), Asansol, the Government company changed its stand, obviously because its reasons were incorrect and unfounded, and agreed for mutual discussions for arriving at a settlement, thereby giving a false hope to the concerned workman. As explained earlier in para Nos. 9, 10 & 11, the Government company went on keeping the matter hanging and constantly kept the concerned workmen in a state of false hope and guessing till 10-4-1985, when it expressed that it was not in a position to consider the demand for re-employment. During the second industrial dispute in 1986 it raised the untenable legal pretext of no liability in law. If this was the opinion of the Government company and if it intended not to implement the settlement, why then it kept the matter hanging constantly through false hope to the concerned workmen till April, 1985? This course of action appears to be unfair and unbecoming of a public sector management.

52. The matter would have been otherwise, if in spite of sincere efforts to further implement the settlement, no scope for more employment could be found. Far from taking sincere steps for expansion of mining in the colliery, if necessary through diversification of the underground operational plan or by adopting possible new integrated underground mine plan, so as to reach new seams of coal, for both the the Sections of the mine, mining operation in the colliery was stopped on 16-5-1973 i.e. before commencement of rainy season in 1973 to merge its coal deposit area with adjoining coal fields through re-grouping of mines. As now found under point No. (iii) (vide para Nos. 16 & 19) the mining operation was so stopped not because of depletion of coal reserves, rather because of such merger of its coal deposit area.

53. Untruth in the plea of exhaustion of workable coal reserves in the colliery and in the plea of alleged closure of the mine, has been amply claimed under point No. (iv). The version of depletion of coal reserves was not adopted by the management as its stand either in its earliest response communicated vide its letter dated 11-1-1979 (Ext. W-8) or at any stage of the various mutual discussions it had with the union at different levels and on different occasions during all the seven years from 1979 to 1985. It was raised for the first time during conciliation of the second industrial dispute in 1986 (vide Ext. W-10). The course of action of keeping the concerned workmen constantly in a state of false hope during all the seven years, put the Government Company in its own trap, where it found itself defenceless against the accusation of deliberately not promoting physical scope in the colliery for re-employment of more persons there, in pursuance of the tripartite settlement. It is only then the plea of depletion of coal reserves was advanced. Obviously the ruse was adopted at that belated stage in an attempt to provide a defence against this accusation.

54. Nationalisation put so many collieries and virgin coal mines in the hands of the Government Company. Before nationalisation different collieries were owned by separate persons. Therefore operation of each colliery before nationalisation was separate. But the Government Company being the owner of all the collieries, it had the option of re-grouping the mines for more advantageous operational plan, design and system. In fact it is the admitted position that the coal mines were re-organised and re-grouped. It is also the accepted position that in this belt most of the mines and particularly in this area all the mines are underground mines. Operation of the re-grouped mines might have necessitated abandonment of previously followed separate operational plan and design in respect of some individual mines. It appears that the previous individual operational plan was discarded with a view to club the coal deposit areas of the colliery with adjoining coal mines for designing a more advantageous project. The part-II confidential F.O.C. report submitted by the A.L.C.(C), Asansol, to the appropriate Government, in respect of the second industrial dispute shows that actually the same happened. The A.L.C.(C) reported that though Burradhemu Colliery as such was no more separately operated, a project named Natsamunda-Burradhemu Ramhwanpur had been run by the Government Company. (The record of the conciliation proceeding by the A.L.C.(C) was called for reference during the adjudication vide order dated 6-5-1992 by this tribunal.).

55. The Government Company did not take any step at all for implementing the unfulfilled part of the tripartite settlement, though bound by it. It may be repeated that the matter would have been otherwise, if the Government Company would have gone for implementation of the unfulfilled part of the settlement by taking all kinds of sincere steps to explore avenues for re-employment to more persons and would have failed to provide it in spite of such sincere efforts. But the Government Company deliberately opted not to go for implementation of the unfulfilled part of the settlement.

56. Negative attitude by the employers towards implementation of awards and settlements has presently become the general disposition. So much so that they would prefer to put whole attention on litigations to thwart the demand for implementation than on promoting better industrial relations (one of the basic factors on which productivity depends), by honouring awards and settlements. Cognizence of this trend can be taken.

57. Be that as it may, non-implementation of the unfulfilled part of the tripartite settlement by the Government Company and the course of action resorted to by it for avoiding the implementation is totally unjustified.

58. It is the admitted position that on 8-4-1974 another union had taken up the cause of the left out retrenched employees with the present management. It is also the admitted position that most of them filed a civil suit in the local civil court in 1974 claiming fulfilment of their demand against the Government Company and the suit was contested by the Government Company. (At least the certified copy of the judgement by the civil court i.e. Ext. W-2 would show it). That the civil court had no jurisdiction is another matter. But the fact remains that right from 1974 the concerned retrenched workmen have been demanding implementation of the unfulfilled part of the tripartite settlement by the Government Company and it has been thwarting their demand since then.

59. There was one industrial dispute in the early part of 1979 for the said demand and it ended in an agreement between both sides for mutual discussions to arrive at some sort of settlement. The Government Company kept the matter hanging and kept the concerned retrenched workmen in a state of false hope constantly for seven years and lastly in 1985 refused to meet their demand even partly. Then came the second industrial dispute where the company resorted to the legal plea of no-liability in law. The reference was sent to the Tribunal for adjudication in 1989. The Government Company unnecessarily and fruitlessly preferred a writ application in the Hon'ble Calcutta High Court against an interim and interlocutory order dated 15-7-1992 by the Tribunal refusing to take up preliminary hearing on the point of "maintainability of the reference" and due to this writ application the adjudication could not proceed further till 20-9-1994 when the writ application was dismissed by the High Court.

60. Demand by the concerned retrenched workmen can not be termed stale because right from 1974 they have been continuously fighting for their cause, in spite of all sorts of attempts by the management at every stage to thwart their demand.

61. The physical scene must have undergone much change during all these twenty four years. The integrated Narsamunda-Burradhemu-Ramjiwannur Project, with which the Burradhemu mining lease area had been apparently amalgamated for new operational plans, as explained earlier in para No. 54, might have lost its potency for absorption of more man-power due to gradual exhaustion and even through best possible efforts scope may not be

found now to employ more persons there. Many of the concerned retrenched workmen must have by now become old, some out of them might have lost their physical fitness and a few may not be even alive.

62. Would simple direction for implementation of the settlement now, constitute appropriate relief? What is the scope of jurisdiction of the Tribunal in awarding appropriate relief in such a state? Can any alternate relief be at all awarded and if so, what relief would be appropriate? These questions call for anxious consideration.

63. Jurisdictional scope of Industrial Tribunals in awarding appropriate reliefs, has been well explained by the Hon'ble Apex Court through a series of decisions. In the decision in "Western India Automobile Association -Vrs.- Industrial Tribunal Bombay, A.I.R. 1949 F.C. page 111," it was held by the Federal Court that adjudication does not mean adjudication according to strict law of Master and servant and that an adjudicator's award may contain provisions for settlement of a dispute which no court could order if it was bound by ordinary law. In the decision in "Bharat Bank Ltd. -Vrs.- Bharat Bank Employees Union, A.I.R. 1950 S.C. page 188," Hon'ble Justice B. K. Mukherjee held as follows :—

"We would now examine the process by which an Industrial Tribunal comes to its decisions and I have no hesitation in holding that the process employed is not judicial process at all. In settling the disputes between the employers and the workmen, the function of the Tribunal is not confined to administration of justice in accordance with law. It can confer rights and privileges on either party which it considers reasonable and proper, though they may not be within the terms of any existing agreement. It has not merely to interpret or give effect to the contractual rights and obligation of the parties. It can create new rights and obligations between them which it considers essential for keeping industrial peace. An industrial dispute as has been said on many occasions is nothing but a trial of strength between the employers on the one hand and the workmen's organization on the other and the Industrial Tribunal has got to arrive at some equitable arrangement for averting strikes and lock outs which impede production of goods and the industrial development of the country. The Tribunal is not bound by the rigid rules of law. The process it employs is rather an extended form of the process of collective bargaining and is more akin to administrative than to judicial function. In describing the true position of an Industrial Tribunal in dealing with labour

disputes, this Court in *Western India Automobile Association v. Industrial Tribunal, Bombay*, quoted with approval, a passage from Ludwig Teller's well known work on the subject, where the learned author observes that 'industrial arbitration may involve the extension of an existing agreement or the making of a new one or in general the creation of new obligation or modification of old ones, while commercial arbitration generally concerns itself with interpretation of existing obligations and disputes relating to existing agreements.' The views expressed in these observations were adopted in its entirety by this Court."

In the decision in "*State of Madras -Vrs- C. P. Sarathi A.I.R. 1953 S.C. page 53.*" the Hon'ble Apex Court explained the position further by referring to the scheme of the Industrial Disputes Act and held as follows :—

"This conclusion derives further support from clause (a) of Section 10(1) which provides in the same language for the reference of dispute to a Board for promoting a settlement. A Board is part of the conciliation machinery provided by the Act, and it cannot be said that it is necessary to specify the dispute in referring it to such a body which only mediates between the parties who must, of course, know what they are disputing about. If a reference without particularising the disputes is beyond cavil under clause (a), why should it be incompetent under clause (c) No doubt, the Tribunal adjudicates, whereas the Board only mediates. But the adjudication by the Tribunal is only an alternative form of settlement of the disputes on a fair and just basis having regard to the prevailing conditions in the industry and is by no means analogous to what an arbitrator has to do in determining ordinary civil disputes according to the legal rights of the parties.

x x x x x x x x x x x x x x x

The scope of adjudication by a Tribunal under the Act is much wider as pointed out in the *Western India Automobile Association* case, and it would involve no hardship if the reference also is made in wider terms provided, of course, the dispute is one of the kind described in Section 2(k) and the parties between whom such dispute has actually arisen or is apprehended in the view of the Government are indicated either individually or collectively with reasonable clearness."

The same view was endorsed by the Hon'ble Apex Court in the decision in "*Rohtas Industries Ltd. -Vrs- Brijnandan Pandey A.I.R. 1957 S.C. page 1,*" where it was held as follows :—

"There is undoubtedly a distinction between commercial and industrial arbitration. As has been pointed out by Ludwig Teller (*Labour Disputes and Collective Bargaining*) Vol. I, page 536 :

"industrial arbitration may involve the extension of an existing agreement, or the making of a new one, or in general the creation of new obligations or modifications of old ones, while commercial arbitration generally concerns itself with interpretation of existing obligations and disputes relating to existing agreements."

A Court of law proceeds on the footing that no power exists in the courts to make contracts for people; and the parties must make their own contracts. The courts reach their limit of power when they enforce contracts which the parties have made. An Industrial Tribunal is not so fettered and may create new obligations or modify contracts in the interest of industrial peace, to protect legitimate trade union activities and to prevent unfair practice or victimisation."

Principal dispute resolution techniques are (i) Collective bargaining, (ii) Conciliation and mediation, (iii) Investigation, (iv) Voluntary arbitration and (v) Adjudication. Normally adjudication starts where conciliation fails. The ultimate aim of both is same; settling Industrial Disputes. Therefore, as aptly observed by the Apex Court, industrial adjudication is simply an alternate form of settlement of disputes on just and fair basis and is an extension of the collective bargaining process. Existing agreement between the parties can not accordingly limit the jurisdictional scope of the Industrial Tribunal.

64. The Government Company amalgamated the Burradhemmo mining lease area with the Narsamunda-Burradhemmo-Ramjiwanpur project. It also committed the unfair labour practice of not implementing the unfulfilled part of the tripartite settlement, vide item No. 13 in schedule (V)(I) of the I. D. Act for twenty four years. It thwarted the demand for implementation of the unfulfilled part at every stage right from 1974 through all sorts of attempts, even going to the extent of falsely agreeing before the R.L.C.(C), Asansol in 1979 to have mutual discussions with the union for bringing an amicable solution to the demand, although its real intention was to totally dishonour the settle-

ment. It used the mutual discussions to keep the matter hanging for seven years upto 1985, never bothering that giving wrong hope to the unfortunate workmen was not fair. It also misused its legal armory with a view to delay the process of adjudication by baselessly filing a writ application in the High Court against an interlocutory order by the Tribunal.

65. As explained earlier in para No. 61, the physical scene is now much changed. Even though the tripartite settlement was in relation to Burradhemmo mine only, the Narsamunda-Burradhemmo-Ramjiwanpur project could be brought within the settlement's operational fold because the Burradhemmo mining lease area was amalgamated with the project. But its potency must have been by now lost. Presently nothing can be done for the concerned retrenched workers who have become old or have lost their physical fitness. Nothing can also be done for dependants of those who are no more alive. And the Government Company is squarely responsible for this situation.

66. So simple direction for implementation of the unfulfilled part of the tripartite settlement now, would not constitute appropriate solution to the problem. On the contrary it would provide an opportunity to the Government Company, for taking advantage of the physical situation arising out of its own deliberate conduct of not implementing the unfulfilled part of the settlement for the last 24 years and to thereby say again that nothing can be done now for the retrenched workmen under the settlement. It would also provide an opportunity to the Government Company to accordingly legitimatise the related unfair labour practice committed by it during these twenty four years. Such a direction would also amount to virtually closing all avenues for the unfortunate retrenched workmen who are physically still eligible for re-employment in getting any relief for the consequential loss sustained by them because of the unfair labour practice committed by the Government Company for the last 24 years. But at present not many would be within the eligibility range for re-employment, i.e. below the age of superannuation and physically fit. The workers who were in the age group of twenty to thirty years at the time of retrenchment i.e. in June, 1972 may come within this eligibility range. On assuming that the concerned workers were of different age groups such as (i) twenty to thirty, (ii) thirty to forty and (iii) forty to fifty and that each group's strength was of equal proportion, it appears that presently the number of those concerned retrenched workers below the age of superannuation and physically fit would be hardly seventy to eighty or at best a little less or more. After some years or may be even in a few years, they would also become old and unfit.

67. It is not known how many retrenched workers would have got re-employment, had the company gone for implementation of the unfulfilled part of the settlement. It could be all the above roughly seventy retrenched workmen still within the eligibility range or even more number of persons or might be less. For making a rough estimation of their number, it may be recollected that the total man-power strength in the pre-nationalised mine was twelve hundred workers that in fine months after their mass retrenchment only half of them were taken back and that before anything more could be done by the previous owner, taking over of management and nationalisation took place. There was little time in the hands of the previous owner for further expansion of mining work. The re-intake was only half of the previous man-power strength. With a little insight it can be easily appreciated that if development of the coal mine to reach other seams of coal deposit and expansion of mining operation had been sincerely taken up, necessity of at least a part of the other half of man-power strength would have definitely come up. It can be reasonably inferred that re-intake of roughly one hundred more retrenched workers could have been made possible.

68. The total number of such of the concerned retrenched workers who are still within the eligibility range i.e. below the age of superannuation and physically fit, as assessed earlier, is not more than this figure of one hundred. Their re-employment through implementation of the unfulfilled part of the settlement, would have provided livelihood and social security to them through out these twenty four years. The continued unfair labour practice of not implementing the settlement, deprived them from getting their rightful livelihood and social security during this long period. It is not permissible for the perpetrator of the unfair labour practice to now say that re-employment under the Government Company was not their last hope and that they must have taken up some avocation somewhere for their survival. Rather it must put up its best to soon make up for the consequential prolonged sufferings sustained by them on account of its continued unfair labour practice, by readily providing social security to them in the form of re-employment wherever they can be suitably placed in any colliery under the Government Company's control and till such re-employment is secured, in the form of a lump sum payment and monthly subsistence allowance to them. Compared to their prolonged consequential sufferings, the benefit of social security/re-employment to be provided now is meager because almost all of them being now fairly aged, they would reach the age of superannuation after hardly a few years and because accordingly the benefit would be available to them for only those a few years.

69. It ought to be clarified here that what is required to be done by the Government Company now, is not as a measure of penalty for the unfair labour practice perpetrated by it over the long period. It did not discharge its obligations under the settlement and in the changed situation presently prevailing, the obligations are no more available in their original form to be performed. The remedy is imposition of justly and fairly re-shaped obligations and the Government Company must perform the same. So far as the forced litigation is concerned, the Company may be called upon to pay costs.

70. Attitude of the management being what is noticed earlier, the scheme for providing social security/re-employment to those still within the eligibility range i.e. below the age of superannuation and physically fit should be carefully framed to make it fool-proof against devices and methods aimed at preventing flow of the desired physical benefit to them.

71. Who are the concerned retrenched workmen still below the age of superannuation and how to identify them? The task of knowing their age is really problematic. The Government Company says that records concerning employment under the previous employer are not available. Question of school-leaving certificates reflecting dates of birth, does not arise in case of illiterate or semi-literate Mazdoors. Some of the persons who had school education, might have in the mean while lost their school-leaving certificates. External appearance may not be of any help in assessing age, because constant deprivation would quicken aging process. For the same reason radiological or oscification test may also carry greater error margin. The question of identification is also very difficult because, as deposed by W.W-1, who himself was an employee under the previous employer, in para 16 of his deposition, the previous employer did not issue identity cards or P.P. Cards.

72. A similar problem of identification after lapse of a long time came up for consideration by the Hon'ble Apex Court in the decision in "Food Corporation of India Workers' Union -Vrs.- Food Corporation of India and another, 1996 Lab. I.C. 2047 (S.C.)", to solve which the following direction was given by the Apex Court in para 16 of the judgement:—

"Taking into account the totality of the facts and circumstances and to do complete justice in the matter, we hold that the only way to resolve the issue is to direct the appellant (Trade Union), through a responsible office bearer, duly authorised, to identify the persons, who identity are questioned or disputed by the management. On such identification being made by the appellant, the management shall reinstate them in service forthwith and also continue to employ such work-

men, who shall be entitled to all rights, liabilities, obligations and duties as prescribed for the workmen by the corporation, as held by this court in C.A. No. 1055(NL) 81 dt. 28-2-1985. We would like to stress the fact that the concerned officer of the appellant union, should act with extreme candour and circumspection. If it turns out later, that any lapse or fraud in the matter was attempted or perpetrated, the concerned official of the union along with the persons identified will be liable to prosecution and further penalties."

This approach is very logical because the union office-bearers or activists are supposed to be physically acquainted with the concerned retrenched workmen since so many years and in course of such physical acquaintance they are expected to know facts concerning their lives. It may be recollected here that retrenchment notices were obtained by the union's office-bearers from the custody of the respective retrenched workmen and were produced before the Dy. C.L.C.(C), Dhanbad, for checking by him at the stage of opinion-formation by the Central Government. Therefore the union activists are competent to physically identify them and also to certify their age. Physical identification of the retrenched workmen still below the age of superannuation should be accordingly left to be certified by only the Union through its duly authorised and responsible office-bearers. This task should be taken up by the union keeping in mind the caution that any lapse or fraud in the matter perpetrated by the concerned official of the union would expose himself along with the persons identified to prosecution and further penalties. The Government Company shall accept and act upon physical identifications made by the union.

73. Similarly actual age of the eligible retrenched employees shall also be certified by the union and the age so certified by the union shall be accepted and acted upon by the management. If age of any retrenched workman certified by the union appears, through external appearance, to be palpably incorrect, his case shall be decided by radiological or oscification test through the company's Medical Board. However if the age opined by the Medical Board differs from the age certified by the union by only four or five years, the age certified by the union shall prevail and the same shall be acted upon by the management.

74. As regards the question of physical fitness, the certificate of general physical fitness of a retrenched workman issued by a registered Medical Practitioner shall be accepted and acted upon by the management. However if any particular job requires a specific higher standard of physical fitness,

the concerned retrenched workman likely to get the job shall be examined by the company's Medical Board to ascertain his physical fitness for the job. If he shall be found physically unfit for the particular job, he shall be offered an alternate job to suit his physical fitness.

75. Concluding Observations and Directions.—Non-implementation of the unfulfilled part of the tripartite settlement dated 13-9-1972 by the Government Company i.e. the Eastern Coalfields Ltd. closing all chances of re-employment of the concerned retrenched workmen and the course of action resorted to by it for avoiding responsibility under the tripartite settlement are improper and unjustified. The E.C. Ltd. perpetrated the unfair labour practice specified in item No. 13 in schedule (V) (I) of the Industrial Disputes Act, by not implementing the unfulfilled part of the tripartite settlement.

76. Such of the concerned retrenched employees who are presently below the age of superannuation and still physically fit, estimated earlier vide para No. 66 to be roughly seventy in number, now stand entitled to re-employment by the Government Company in any category or class at any place or in any colliery under the Company's control and till such re-employments are secured, to lump sum payment of Rs. 7,000/- (Rupees seven thousand) to each and a monthly subsistence allowance of Rs. 1,000/- (Rupees one thousand only) each beginning from the month in which the list of such employees is furnished by the union to the Government Company, after enforceability of the award. Payment of the monthly subsistence allowance shall continue till completion of the age of sixty years, if the company avoids to provide re-employment to any body.

77. Within one month from the date of enforceability of the award i.e. the date following expiry of thirty days from publication of the award in the Gazette, the union shall furnish a list of all the above employees in duplicate, to the Chief Managing Director of the E.C.L. and shall simultaneously furnish a copy of the list to the Director Personnel of the Government Company. The list shall contain particulars like (i) Full names of the said retrenched employees, (ii) Full names of their respective fathers, (iii) Their complete respective present addresses, (iv) Their complete respective permanent addresses and (v) Their respective age, giving completed number of years and months.

78. Data and informations furnished in the list shall be certified by one or more office-bearers of the union duly authorised by it to certify physical identification and age of the aforesaid retrenched employees, to be true and correct to his/her knowledge and he they shall indicate his/her full name(s), respective father's name, his/her complete present and permanent address and designa-

tion of the respective office of the union occupied by him/them in the certificate.

79. Particulars of each workman like the full name, father's name, complete present and permanent address and the present age in completed years and months shall be furnished in separate format which shall be signed by the workman and to the top of which a recent pass port size photograph of the said workman shall be affixed. The signature of the workman and also his photograph shall be duly identified by the office-bearer of the union by his endorsement below the signature and on the photograph.

80. Such completed formats in respect of all the aforesaid employees and respective certificates of general physical fitness issued in favour of every such individual workman by a registered medical practitioner shall be annexed to the aforesaid lists to be submitted to the Chief Managing Director and to the Director Personnel of the Government Company.

81. On receiving the aforesaid lists of retrenched employees still eligible for re-employment submitted by the union in the manner indicated above, the Government Company shall act on the same and shall directly offer suitable re-employments to them in any category or class at any place or in any colliery under the Government Company's control, within two months from the date of receiving the list. In the event of delay beyond this period of two months in offering the re-employments, the Government Company shall make immediate payment of a lump sum of Rs. 7,000/- (Seven thousand) each and also pay and continue to pay monthly subsistence allowance of Rs. 1,000/- (Rupees one thousand) to each of them beginning from the month next following this period of two months, until the re-employments are secured.

R. S. MISRA, Presiding Officer

List of retrenched workmen of Burrar Dhemo Colliery in whose favour copy of Retrenchment notices submitted.

Sl. No.	Name
1.	T. S. Sarkar
2.	Saroj Kumar Nandi
3.	P. B. Pal
4.	Shambhu Nath Maji
5.	Bejoy Bhattacharjee
6.	Raghubir Singh
7.	Nageshwar Singh
8.	Suresh Singh
9.	Bihari Yadav
10.	Ch. Mahendra Singh
11.	Birbal Baitha

12. Sadik Mian
13. Sukhdeo Singh
14. Rasik Singh
15. Manjura Bouri
16. Kishun Ray
17. Gulam Mohammad
18. Mathura Singh
19. Parmeshwar Singh
20. Uchaswar Singh
21. Krishan Singh
22. Ramawatar Yadav
23. Ambika Singh
24. Ram Nath Bhagat
25. Sigeswar Singh
26. Agnu Yadav
27. Dhaniram
28. Janki Dusadh
29. Parmeswar Dusadh
30. Dashrath Dusadh
31. Ram Chandar Dusadh
32. Goberdhan Dusadh
33. Ashoke Singh
34. Tribhuban Kr. Pandey
35. Bhairo Nath Mishra
36. Shankar Dubey
37. Ramayan Pandey
38. Balaram Tewari
39. Sidh Nath Singh
40. Baban Pd. Singh
41. Debendra Singh
42. Jitendra Singh
43. Surendra Singh
44. Bejai Bahadur Singh
45. Raj Nath Singh
46. Akhilesh Kr. Singh
47. Lalan Singh
48. Bijendra Singh
49. Satendra Singh
50. Sri Ram Pathak
51. Ramenando Singh
52. Bhual Kr. Pandey
53. Baldu Singh
54. Lakhan Singh
55. Ram Joti Paul
56. Nand Kishore Singh
57. Ram Jee Singh
58. Uma Sankar Singh
59. Bhairo Dusadh
60. Suresh Singh
61. Jharkhandi Singh
62. Pratap Singh
63. Raj Kumar Singh
64. Jagdish Singh
65. Sudan Bouri
66. Dilip Kr. Pandey
67. Durja Bouri
68. Rabinder Singh
69. Jasdeo Mondal
70. Tinkari Bouri
71. Nageswar Ram
72. Mathura Ram
73. Ch. Sarjoo Paswan
74. Balaram Das
75. Sahdeo Singh
76. Ram Chandra Prasad
77. Bhandu Mia
78. Dilip Bouri
79. Udeswar Singh
80. Suku Maji
81. Sahdeo Bouri
82. Badal Maji
83. Moti Bourui
84. Chunu Majhi
85. Debendra Singh
86. Murtaz Mia
87. Jogu Bouri
88. Surendra Nath Bharti
89. Rajendra Thakur
90. Ahmad Mia
91. Kishun Pashi
92. Sanichar Singh
93. Jagdish Mahto
94. Hanif Mian
95. Chakri Dusadh
96. Harihar Singh
97. Mahabir Paswan
98. Mohan Paswan
99. Chakru Mia
100. Sajid Mia
101. Chawa Paswan

Sl. No.	Name	Sl. No.	Name
102.	Ismile Mia	146.	Sahid Mia
103.	Azad Mian	147.	Segir Mia
104.	Iliyas Mia	148.	Daru Mia
105.	Ch. Rasul Mian	149.	Jamuna Shaw
106.	Mahboob Mian	150.	Bindaban Shaw
107.	Khalifa Mia	151.	Arjun Shaw
108.	Rasid Mia	152.	Jageswar Shaw
109.	Harro	153.	Doman Shaw
110.	Bijay Singh	154.	Satish Singh
111.	Ch. Bahadur	155.	Arjun Singh
112.	Mustakin Mia	156.	Hari Singh
113.	Jamaruddin Mia	157.	Jugar Singh
114.	Dhakal Mia	158.	Krishna Singh
115.	Khalil Mia	159.	Bataswar Singh
116.	Manaff Mia	160.	Sarju Singh
117.	Doman Paswan	161.	Naresh Prasad
118.	Bahadur Sadil Mia	162.	Sitaram Singh
119.	Jhagroo Mahto	163.	Kasim Mia
120.	Majid Mia	164.	Gagu Singh
121.	Hedey Singh	165.	Nobal Singh
122.	Biswanath	166.	Sri Lal Singh
123.	Apraj	167.	Chandradeo Singh
124.	Sahrah Mia	168.	Moti Singh
125.	Hadish Mia	169.	Deonath Singh
126.	Sonaul Mia	170.	Batu Singh
127.	Bijaswer Paswan	171.	Badri Narain Sharma
128.	Ch. Bulaki Paswan	172.	Nand Lal Singh
129.	Pahalo Mia	173.	Mohan Singh
130.	Kashi Singh	174.	Naresh Singh
131.	Nabi Mia	175.	Ambika Singh
132.	Chattar Mia	176.	Sham Majhi
133.	Rajalee Mia	177.	Ramjan Mia
134.	Prem Lal Bouri	178.	Jamuna Tanti
135.	Hatim Mia	179.	Dejon Tanti
136.	Jait Singh	180.	Nankeswar Singh
137.	N. Bhattacharjee	181.	Chutar Singh
138.	O. O. Chakravorty	182.	Bhagirath Singh
139.	Bekarama Singh	183.	Bhutku Singh
140.	Bhagwat Shan Pandey	184.	Ramanugrah Singh
141.	Md. Salim	185.	Raj Kishore Singh
142.	Iswar Singh	186.	Baijonath Sharma
143.	Manik Bouri	187.	Protap Singh
144.	Baikunth Nath	188.	Uma Kanto Pandit
145.	Rameswar Yadav	189.	Segaswar Thakur
		190.	Achalal Thakur

S. No.	Name
191.	Nepali Singh
192.	Rajandra Shaw
193.	Ramdeo Yadav
194.	Gono Shaw
195.	Sahdeo Singh
196.	Nan Keswar Singh
197.	Hamam Mia
198.	Ashok Maji
199.	Moso Maji
200.	Lakhan Ram
201.	Mahas Prasad
202.	Gobardhan Singh
203.	Babu Lal Singh
204.	Parma Majhi
205.	Modhusudan Singh
206.	Jhari Singh
207.	Sahdeo Singh
208.	Sitaram Bhagat
209.	Balaram Jadav
210.	Nageswar Mahto
211.	Banarsi Prasad
212.	Taz Narayan Singh
213.	Bazer Singh
214.	Ram Singh
215.	Narayan Singh
216.	Dasereth Majhi
217.	Sukar Singh
218.	Ramdeo Jadev
219.	Girza Singh
220.	Ram Sorup Gorai
221.	Ambika Singh
222.	Seo Mahato
223.	Ch. Sukdeo Singh
224.	Sham Sunder Prasad
225.	Sarju Shaw
226.	Rajandra Prasad
227.	Briz Nandan Pandit
228.	Ptamban Jadav
229.	Ram Probas Barma
230.	Chemari Gorai
231.	Udho Singh
232.	Chaman Mistri
233.	Ramjee Singh
234.	Rajandra Gorai

S. No.	Name
235.	Sikandar Singh
236.	Bashu Singh
237.	Naresh Singh
238.	Mahabir Singh
239.	Ratan Singh

नई दिल्ली, 28 दिसम्बर, 1998

का. आ. 249:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टेलीकॉम डिस्ट्रिक्ट इंजीनियर, हिममतनगर के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधि-करण, अहमदाबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-12-98 को प्राप्त हुआ था।

[स. एल.—40012/100/93—आई आर (डीयू.)]
के बी.बी. उण्णो, अवसर सचिव

New Delhi, the 28th December, 1998

S.O. 249.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Ahmedabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Telecom District Engineer, Himatnagar and their workman, which was received by the Central Government on 28-12-98.

[No. L-40012/100/93-IR(DU)]

K. V. B. UNNY, Under Secy.

ANNEXURE

BEFORE SHRI B. I. KAZI, B.Sc., LL.M.,
MEMBER, INDUSTRIAL TRIBUNAL
(CENTRAL) AT AHMEDABAD

Ref. (ITC) No. 17 of 1994

ADJUDICATION

BETWEEN

Telecom District Engineer,
Himatnagar — First party

AND

The workmen employed
under him. — Second party

In the matter of termination of Shri G. K. Chauhan, w.e.f. 29-3-1991.

Appearances :

Shri P. I. Shah alongwith Shri R. S. Munshy
advocates for the first party.

Shri V. K. Mashor, Advocate, for the second
party.

The Desk Officer, Ministry of Labour, Govt. of India, New Delhi as per his order No. L-40012/100/93/IR DU dtd. 24-8-1994 has referred the industrial dispute mentioned below in the schedule to this Tri-

tribunal for adjudication under Section 10(1) of the Industrial Disputes Act, 1947.

SCHEDULE

"Whether the action of the Telecom District, Engineer, Himatnagar in terminating the services of Shri Govindbhai K. Chauhan, w.e.f. 29-3-1991 is justified? If not, what relief the workman concerned is entitled to?"

2. The notice for statement of claim was issued to the second party. By Ex. 5, the second party has submitted the statement of claim. The brief facts are that the second party joined his services in July, 1986 on a permanent vacant post of a Chowkidar alias a Guard in the first party Department at Himatnagar. The second party was selected and appointed through the Employment Exchange, Himatnagar. That the 2nd party was posted in SDPO's office godown to keep a watch over the cable wires, poles etc. during night hours between 12 p.m. and 8 a.m. The second party was paid salary at the end of every month of Rs. 1200. The service of the second party was terminated by the first party illegally, arbitrarily, orally without notice or notice pay in lieu of notice on 29-3-1991. During the tenure of service the second party was never given benefits of weekly off etc. Along with the second party three other workmen serving and they were S[Shri] D. P. Pandya, S.R. Tiwari & B. K. Soni. It is submitted that interview of the second party was taken by SDOT and the second party served at Telephone Exchange, Himatnagar in the beginning and thereafter his services were transferred to SDOT office by an oral order. In the muster roll kept for Chowkidar the second party was asked to sign alongwith other and the second party was paid his monthly salary in vouchers viz. AC 70. He was paid bonus also. Shri R. S. Suthar, SDOT orally terminated the services of the second party, and when the second party demanded reason for termination said Shri Suthar refused to give the same. The second party says and submits that he was posted on a permanent vacant post and has completed 240 days of service in each year and therefore the service of the second party cannot be terminated arbitrarily, high-handedly and in cavalier manner without assigning any reason whatsoever. During the entire period of service the second party was never rebuked or show caused either orally or in writing about his work. That means everybody was satisfied with his work. The provisions of Shops and Establishment Act are applicable to the first party, and it was compulsory for the first party to give notice or notice pay in lieu of notice to the second party as per the Act, which is admittedly not given and therefore the termination of the second party is basically illegal. It is submitted that the order is malafide and violative of principles of natural justice because before terminating the service, the second party was not given any opportunity to be heard. The post is still existing and the work which he was doing is also existing and the place where he was serving was also existing and in that place one new incumbent Shri R. K. Soni an employee junior to the second party is posted. The second party was serving the first party continuously without any break from the date of his ap-

pointment till he has been illegally terminated from the service. The second party was denied E.L., casual leave and medical facilities. The second party served demand notice on the first party, but no reply was received and therefore after the conciliation this reference is referred to the Hon'ble Tribunal for adjudication. This action of the first party terminating the service of the second party on 29-3-1991 is illegal, arbitrary and violation of provisions of I.D. Act vis-a-vis Section 66 of Shops and Establishment Act. Thus the second party prays that oral termination order dtd. 20-3-1991 by the first party is illegal, arbitrary and against the provisions of law and be pleased to quash and set aside the same and also to direct the first party to reinstate the workman on his original post of chowkidar with continuity of service with full back wages with interest and other relief as deemed fit and proper with cost.

3. The first party was served notice for written statement and at Ex. 6, the first party submitted written statement. The brief facts of written statement are as under : That the reference is not maintainable at law and liable to be dismissed; that the Tribunal has no jurisdiction to entertain this reference; that the reference is incompetent and bad in law; that the first party is not an industry and second party is not a workman under the I.D. Act. The first party has not admitted various statements and contentions made in the statement of claim and the second party put a strict proof of the same except for contentions and averments which are specifically admitted by the first party. With reference to the para 1 & 2 of the statement of claim it is denied that the workman was joined in July, 1986 on a permanent vacant post of Chowkidar with the first party. The second party workman was paid as per the prescribed rules. It is denied that his services were terminated illegally, and arbitrarily on 29-2-1991 otherwise it is submitted that second party was casual workman and hence whenever and wherever his service was engaged there is no question of transfer from one place to another. With reference to paras 3 to 5 of the statement of claim, the averments and contentions made in these paras are not true and hence not admitted. It is denied that the second party workman was a permanent employee and hence he was paid bonus. It is also denied that his service was orally terminated by Shri R. S. Suthar SDOT. It is further denied that the second party has completed 240 days of service in each year. The first party is Central Government. Hence the provisions of Shops and Establishment Act are not applicable. It is denied that the action of the first party is malafide and in violation of principles of natural justice as alleged. It is denied that Shri R. K. Soni is junior to the workman and he has been placed in the post of the workman. With reference to para 6 to 8 of the statement of claim all the averments and contentions made in these paras are not true and not correct and not admitted. The second party was appointed as per the recruitment rules. He was engaged for the specific job for specific period. As he was a casual workman he is not entitled to get E.L., C.L. or medical leave etc. as par with regular workmen. It is denied that his services have been terminated on 29-3-91. It is submitted that the Asstt. Labour Commissioner has not considered the reply of the first party and wrongly referred to the Industrial Tribunal for adjudication. It is submitted by the first

party that there is no violation of Section 25F and 25G of the I.D. Act or the provisions of Section 66 of the Shops & Establishment Act as alleged or otherwise. It is submitted that the service of the second party were required and the workmen was engaged as casual workman. He was not engaged on permanent post and not recruited as per rules. Therefore he has no legal right for any post. It is further submitted that as per the standing instruction of the department casual labourers recruited before 31-3-1985 deserves the right to become temporary mazdoor. Admittedly the concerned workman was engaged after that date though he was engaged for some casual work. Today even if his service requires the first party will engage him. So there is no question arise for termination and/or reinstatement as alleged. It is submitted that the first party does not admit that the second party remained unemployed during the intervening period. In view of the above reference should be rejected.

4. The second party has submitted the list of documents by Ex. 8. Mark 8|1 is the certificate given to the concerned workman for the services rendered by him from July, 1986 to February, 1987. Mark 8|2 is the certificate given by the first party to the concerned workman for the service rendered by him from March, 1987 to June, 1987. Mark 2|3 is the certificate given by the first party to the concerned workman for the service rendered from August, 1987 to February, 1988. Mark 8|4 is the certificate given by the first party to the concerned workman for the service rendered from March, 1988 to July, 1988. Mark 8|5 is the certificate given for the service rendered from August, 1988 to March, 1989. Mark 8|6 is the certificate showing the service rendered for the period from April, 1989 to June, 1990. Mark 8|7 is the certificate given by the first party for service rendered from July to Sept., 1990. Mark 8|8 is the certificate for the service rendered by the concerned workman issued by the first party. Mark 8|9 is the demand notice given by the second party to the first party to reinstate the second party. Mark 8|10 is the A.D. slip of above mark 8|9. Mark 8|11 is the A.D. Slip that notice has been received by the General Manager of the first party. Mark 8|12 is the complaint to the Asstt. Labour Commissioner, Central by the second party. Mark 8|13 is the letter written by the first party to the Labour Commissioner (Central) on 13th April, 1993. Mark 8|14 is the letter written by the first party to the second party on 24th April 1992. On that letter an endorsement has been done by the representative of the first party at Exs. 9 that Exs. at Sr. Nos. 1 to 7 are exhibited and there is no objection for its exhibition. That mark 8|1 to 8|7 are exhibited as per Ex. 15 to Ex. 21 accordingly mark 8|9 is exhibited as Ex. 22 and mark 8|10 is exhibited as Ex. 23 and 8|11 is exhibited as Ex. 24. 8|11 is exhibited as Ex. 25 while mark 8|13 is exhibited as Ex. 26.

5. The first party has submitted a letter by Ex. 28. Mark 28|1 is the circular dtd. 7-11-89 regarding casual labour. Mark 28|2 is the letter of Asstt. Director General (STA) dtd. 6-1-1994 and mark 28|3 is the order dtd. 30th March, 1994 to the casual labourer who have worked from 13th March, 1985 to 22nd June, 1988. By Ex. 29 the first party has submitted another list of document. Mark 29|1 is the circular dtd. 30th March, 1991. Mark 29|2 is the appointment

letter of S. R. Tiwari to the regular chowkidar dtd. 20th January, 1975. The production was allowed of Ex. 29 by the Hon'ble Tribunal on 29-3-1995.

6. The second party has examined the concerned workman by Ex. 11. By Ex. 12 the second party has closed their oral evidence.

7. The first party has examined Shri Suthar, SDOT as per Ex. 14 and by Ex. 15 the first party closed their oral evidence.

8. Heard the learned advocate for the second party Shri Mashed. It is submitted by him that the concerned workman was recruited as chowkidar. His name was given by the Employment Exchange and he was terminated on 29-3-91. He has worked continuously from July, 1986 to March, 1991 and worked for more than 240 days in each year. Ex. 15 is the certificate given by the first party which proves that the concerned workman has worked for the period as mentioned in the statement of claim and in the evidence. The first party has not given any notice or notice pay no retrenchment compensation has been given by the first party at the time of termination. S/Shri D.P. Pandva, R. K. Soni who are junior to the concerned workman are working with the first party. Thus the work which he was doing is in existence. He was working under SDOT Himatnagar. Mark 28|1 is the circular dtd. 7-11-84. Thus it was mentioned that the casual worker who are working prior to 30th March, 1985 should be given temporary status of regular mazdoor and the persons who are employed as a casual labourer as on 30-3-1985 will be terminated. Thus as per this circular he was terminated. Thus the action of the first party without giving retrenchment compensation and notice or notice pay is illegal and improper. Hence the concerned workman should be reinstated to the original post with back wages.

9. Heard learned representative Shri Munshi, Govt. Pleader on behalf of the first party. It is submitted by him that the concerned workman was employed as helper as casual workman and hence whenever and wherever his services were required he was engaged. He was not posted on permanent vacant post of Chowkidar and he was not a permanent employee and the first party is not an industry. The second party is not a workman under the I.D. Act. Hence the action of the first party is not mala fide and as per the policy of the first party his services were terminated. It is denied that Shri R. S. Soni, who is junior to the concerned workman he has been placed on the same post on which the concerned workman has working. He was not appointed under recruitment rules. He was engaged for the specific job for specific period and there is not violation of Section 25F and 25G of the Industrial Disputes Act, 1947. The recruitment of the concerned workman is not as per the rules. Therefore the concerned workman has no legal right for any post and as per the standing instruction of the department, casual labourer recruited before 31st March, 1985 deserves the right to become temporary regular mazdoor. The concerned workman was engaged after that date. Thus the action of the first party was legal and proper and the concerned workman should not be reinstated and no back wages should be awarded.

10. Looking to the terms of reference and the evidence and the documents presented by the parties following issues are to be decided for my consideration.

- (a) Whether the action of the District Engineer in terminating the services of Shri Govindbhai K. Chauhan with effect from 29-3-91 is legal and just?
- (b) Whether the first party is an Industry?
- (c) Whether the concerned employee is the workman under the I.D. Act.
- (d) What relief should be granted to the concerned employee?
- (e) What order?

My answer to the above questions are as under:

- (a) No.
- (b) Yes.
- (c) Yes.
- (d) The first party should reinstate the concerned workman as casual labour without back wages.
- (e) As per final order.

Reasons:

11. The Hon'ble Supreme Court set aside the judgment passed by the Supreme Court in *Thaiyam Joseph's case* No. (1996) 8 SC cases 489 and held that the Telcom Department of Union of India is Industry within the meaning of the definition of Industry u/s. 2(j) of the I.D. Act, 1947. Thus it was decided in *General Manager, Telecom vs. A. Srinivas Rao and others* by the full bench of Supreme Court. Thus the decision in *Thaiyam Joseph case* and of *Bombay Telcom canteen Employees' Association* cannot be treated as laying down correct law. Thus the Sub-divisional Inspector of Posts, Vaikom and others and *Thaiyam Joseph & others 1996 8 SSC 489* and *Bombay Telecom Canteen Employees Association vs. Union of India AIR 1997 SC 2817* were over-ruled. Thus there is no doubt that first party is an industry.

12. It is not denied that the concerned workman Shri Govindbhai K. Chauhan was working as a chowkidar in the first party department at Himatnagar and the concerned workman was selected and appointed through the Employment Exchange, Himatnagar. The concerned employee was posted in SDOP's Office godown to keep a watch over the cable wires, polls etc. during night hours between 12 p.m. and 8 a.m. and was paid salary at the end of every month. Now looking to the evidences of the first party at Ex. 14, it is admitted by the first party's witness that the concerned workman was enrolled as a casual labourer and he was working on various jobs and was working as chowkidar, line-man and assistant helper. It is admitted that the casual labourer who have worked upto July, 1988 will be regularised and they should be given status as temporary regular mazdoor. Thus there is no doubt that the concerned workman was working with the first party.

13. Due to the regularisation policy and due to the circular of 1985, the concerned employee was terminated. It is also stated by the witness of the first

party Shri R. M. Suthar that the concerned employee was not given a notice or notice pay at the time of termination. It is also accepted that day by day the work of telephone department is increasing. Thus the main reason of terminating the service of the concerned employee was circular of the first party i.e. standing instruction of the department that casual labour recruited before March, 1986 deserves the right to be absorbed with the department while the concerned workman was taken as casual labourer on casual basis since 1986. It is admitted that the concerned workman has worked the first party from July, 1986 to 29th March, 1991 and by Ex. 8 the second party has produced list of documents. Ex. 15 is the certificate given by the sub-divisional office Himatnagar that Shri Govindbhai K. Chauhan has worked for the period from July, 1986 to February, 1987 for 242 days. By Ex. 16 the first party has been given certificate that the concerned workman has worked as casual labour at telephone store cabin under SDO (Himatnagar) from March, 1987 to June, 1987 for 121 days. By Ex. 17, the first party has given the certificate that the concerned employee has worked as casual Labourer at Telephone store cabin, Himatnagar SDOP from August, 1987 for 213 days. By Ex. 18 the first party has issued certificate that the concerned employee has worked from March, 1988 to July, 1988 as casual labour at Telephone Store cabin, Himatnagar for 153 days. As per Ex. 19, the first party has issued certificate that the concerned employee has worked as casual labourer at Telephone Cabin, Himatnagar from August, 1988 to March, 1989 for 241 days. As per Ex. 20, the concerned employee has worked as casual labour from April, 1989 to June, 1990 for 331 days. As per Ex. 21, the concerned employee has worked from July, 1990 to September, 1990 for 92 days. Thus it is clear that the concerned workman has worked for more than 240 days in 12 calendar months from the date preceding the termination. Thus according to Section 25(b) & 25F of the the Industrial Disputes Act it is the responsibility on the part of the first party to give notice or notice pay and retrenchment compensation as per law before terminating the services of the concerned employee. The witness of the first party Shri R. M. Suthar who was SDOP at the time of evidence has categorically stated that in his cross-examination that due to the circular of 1985, the concerned employee was terminated and at the time of termination no notice or notice pay was given. Thus it is clear that the first party has violated Section 25 of the I.D. Act, 1947 It is the responsibility on the part of the first party to give notice or notice pay and retrenchment compensation as per the law before terminating the services of the concerned employee. The witness of the first party Shri R. M. Suthar, who was SDOP at the time of evidence has categorically stated that in his cross-examination that due to the circular of 1985, the concerned employee was terminated and at the time of termination no notice or notice pay was given. Thus it is clear that the first party has violated Sec. 25 of the I.D. Act, 1947 because the first party has not given notice or notice pay or retrenchment compensation as per Sec. 25F of the I.D. Act, 1947. Thus there is gross violation of Sec. 25F of the I.D. Act. Hence the termination of the concerned employee Shri Govindbhai Chauhan is illegal and unjust.

13. If we look at the evidence of the concerned employee at Ex. 11 that the services of the concerned employee was terminated by Shri Ravishankar M. Suthar, who was SDOP on 24th March, 1991. It was admitted that he was a casual labourer and has also admitted that S/Shri Tiwari and Dineshbhai was working with him and at the place of Shri Chauhan one Shri Soni is working, but it is admitted by the concerned employee that Shri Soni is working before 1985 i.e. before the concerned employee. It is also admitted by the concerned employee that he was offered the work of line man, but he has not accepted that work, but S/Shri Tiwari and Pandya have accepted the work of lineman. Thus it is clear that at the time of termination alternate employment was given to the concerned employee, but the concerned employee did not avail that opportunity and denied alternate employment given to him by the first party. Thus it is clear that casual labourer is not entitled to work on the fixed post, but when and where the work is available they have to perform the work as assigned to them. Thus it is clear that the concerned employee has denied alternate job and his fellow casual labourer accepted that job i.e. the work of line man. Thus the concerned employee has no right to work on the particular post or to demand particular work because he is the casual labourer. Now looking to the admission of the concerned workman in the cross-examination Ex. 11, though alternate employment was given, the concerned employee did not accept it and the result was termination of the concerned employee because the work of chowkidar was not available with the first party. Thus looking to these facts, though the termination is illegal, the concerned employee is not entitled for the back wages because he has no right to perform the work of particular job, being casual labourer the right of allotment the work is with the management. But the first party violated Sec. 25F of the I.D. Act by not giving notice or notice pay or retrenchment compensation at the time of termination of service, the concerned employee is entitled for the reinstatement as casual labourer and the first party is free to allot the work which is available with them. Thus there was no violation of Sec. 25H or 25G of the I.D. Act, because Shri Soni was senior than the concerned employee, not only that Shri Tiwari & Shri Dineshbhai has accepted the alternate work while the concerned employee refused alternate work. Thus it is clear that there is no violation of Section 25G or 25H of the I.D. Act, 1947. Thus the concerned workman is not entitled for the back wages from the date of termination till the date of award.

14. Looking to the facts and discussion I hereby pass the following order.

ORDER

The reference is partly allowed. The first party SDOP Himatnagar, Telecom Engineer, Himatnagar is hereby directed to reinstate Shri Govindbhai K. Chauhan as casual labourer within 60 days of the receipt of this Award. The oral termination of Shri Govindbhai K. Chauhan is hereby set aside without back wages. No order as to back wages. The

first party should pay a cost of Rs. 500 to the concerned employee.

Sd/-

SECRETARY,

Dt. 30th November, 1998.

B. I. KAZI, Member, Industrial Tribunal

नई दिल्ली, 28 दिसम्बर, 1998

का. आ. 250 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार डिजीजनल इंजीनियर टेलीग्राफ्स शिमोगा के प्रबन्धन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बैंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-12-98 को प्राप्त हुआ था।

[सं. एल.-40012/179/92-आई आर (डी यू)]

के. वी. बी. उण्णी, अवसर सचिव

New Delhi, the 28th December, 1998

S.O. 250.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Divisional Engineers Telegraphs, Shimoga and their workman, which was received by the Central Government on the 28-12-98.

[No. L-40012/179/92-IR(DU)]

K. V. B. UNNY, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, BANGALORE

Dated, 1st December, 1998

PRESENT : JUSTICE R. RAMAKRISHNA
PRESIDING OFFICER

C.R. NO. 65/93

I Party

Shri Unnikrishnan
S/o Krishnan Nair,
Kamblikuppa New Extension
S. N. Nagar, Sagar-577401,
Shimoga District.

II Party

The Divisional Engineer
Telegraphs, Shimoga
Division, Mamcos Bldg.
Koto Police Station Road,
SHIMOGA.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and sub-section 2A of the section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-40012/179/92-IR(DU) dated 7-12-93 for adjudication on the following schedule.

SCHEDULE

"Whether the action taken by the DET, Shimoga in discontinuing Shri Unnikrishnan a casual mazdoor from work and denying regularisation is justifiable? If not, to what relief he is entitled?"

2. After the receipt of reference notices are sent to the parties. Both parties appeared through their advocates and filed their respective statements.

3. According to the first party he was engaged as a casual mazdoor from 13-02-1975 at the sub divisional office Telegraph, Sugar and he has worked continuously up to July, 1985. According to him the second party has engaged some permanent workmen to do similar nature of work. But the second party paid better pay and gave better service condition to the permanent workman, therefore it is a clear case of unfair labour practice. According to him due to his ill-health he has taken leave during 1985. After he has been cured he approached the second party, but the employment was refused. However during 1989, he was provided job for about 5 months and again there was break of service.

4. Later his representations to engage him as casual mazdoor does not yielded any results. He was called for recruitment by a Memo No. K[RM] 82/11 dated 25-5-1983 and in that list he was at Sl. No. 11 but his case was not considered. Once again vide Memo No. E[124/A]2 dated 19-9-87 his name was once again taken into consideration, consequent to that he has furnished various documents, but in spite of considering him for regularisation the second party absorbed one Mr. Mahadevappa but later removed.

5. It is his further contention that the second party though called him for 2 occasions for regularisation but not action was taken.

6. According to the workman the action of the second party in not considering his name for regularisation amounts to violation of mandatory provisions contained in the Constitution of India and the principles enumerated by the Hon'ble Supreme Court of India.

7. Therefore he has prayed for an award directing the second party to regularise his service from the date on which his junior was regularised and give other reliefs which is entitled to.

8. The second party has totally denied the claim of the first party that from 13-7-1975 he worked continuously upto July, 1985. It is further contended that the first party was stopped coming to work without any reason and his contention of ill-health is factually not correct. It is further contended that

the first party was not considered for regularisation as he was not worked 240 days in a year and he was not on the muster roll as on 1-10-1989.

9. Unfortunately the second party in the counter statement except denying the averments of the claim statement from para to para have not placed full materials supporting the stand of the second

10. Since there was no scope to frame any additional issues the parties were asked to substantiate their averments to decide the points raised in the schedule.

11. On behalf of the second party one Shri S. T. Shivaramaiah a sub-divisional officer was examined as MW-1. This witness gave the evidence on the basis of the materials contained in a file maintained by the second party as it relates to this workman.

12. His evidence shows that the first party has not came for the duty from the year 1985. He has further stated that the Government has issued a circular for regularisation of the casual labourers who have worked for a period of 240 days in a year. Accordingly some of the casual workmen were regularised who have satisfied the conditions. In addition to 240 days they have also considered antecedents of casual workman for the purpose of regularisation. According to him this workman was also called for interview since he has not fulfilled the conditions, his case was not considered for regularisation. According to him this workman was not engaged as casual labourer after 1985 except few days here and there during the 1987. He has produced Ex. M-1 a static sheet to show that this workman worked from 1974-75 to 1985-86 that he has not worked continuously for 240 days in any given year.

13. This witness in the cross examination has admitted that he is not aware the date of Government Order prescribing working of 280 days per year for regularisation and he has also admitted his ignorance as to how many occasions the first party was called for the interview for the purpose of regularisation.

14. The first party who examined himself to prove his allegations as initially stated that he was worked as casual mazdoor from 13-3-75 to July, 1985 at Shimoga Division without any break in the work. He has further stated that he did not attend the work about 1 to 1-1/2 years due to his ill-health, after he was cured there was refusal to work but thereafter he was engaged for 5 months.

15. His further contention is that he was called for interview as per Ex. W-1, Ex. W-2 but he was not considered for regularisation. Even his case was not considered in other interview letter dated 19-9-87 and therefore he gave representation as per Ex. W-4 and legal notice Ex. W-5 and there after raised an Industrial dispute.

16. In the cross examination he has admitted the fact of not remembering as how many days he worked during 1975 and 1976. He has denied the suggestion of irregular attendance during 1975 to 1985. He has denied the suggestion that he was not considered for regularisation as he has not fulfilled the conditions.

17. The pleadings of the parties and the materials placed in the evidence discloses that for the purpose of regularisation certain conditions required to be fulfilled. Admittedly the first party has not produced any documents to show that he has worked continuously from 1975 to 1985. Ex. W-1 dated 25-5-83 is a communication for the recruitment of cadre of regular mazdoors and his name is shown at Sl. No. 11. Ex. W-2 dated 13-4-89 is another communication regarding regularisation of casual labourers who have rendered 7 years of service as on 31-3-1987 the name of the workman is at Sl. No. 7. The candidates called for interview were directed to produce original documents of Birth certificate, School leaving certificate, Caste certificate, Log-sheet or attendance certificate, Employment Exchange card and any other documents relevant to regularisation. Ex. W-3 another communication dated 19-9-87 where this workman's name is at Sl. No. 1. The condition laid down in Ex. W-3 is once again reiterated. Ex. W-4 and Ex. W-5 are the notices issued by the first party.

18. The second party has produced the brief history of the case which pertains to this workman. The muster roll extracts were also given which shows this workman was worked for 967 days from 1974-75 to 1985-86. He has not worked continuously for 240 days in any given year.

19. Admittedly the first party has not made out a case of continuous service from 13-2-1975 to July, 1985 as pleaded by him in his claim statement. Ex. M-1 discloses he has not worked 240 days or more in any given year. The number of days he worked, as per muster roll from 1974-75 to 1985-86 is about 967 days. It is also made out to regularise a casual mazdoor there should be 7 years of service as on 31-1-1987 and the name should be born on muster roll.

20. In the above facts and circumstances the first party has not proved his eligibility for regularisation. Even he has not worked atleast 180 days in any given year to consider his case for regularisation. In these facts and circumstances there is no material which can be used in the favour of the first party. Therefore it is conclusive that the second party was not able to regularise the job of casual mazdoor.

21. Consequent to the above finding the second party is justified in denying the regularisation to the first party.

22. In the result this reference is rejected.

23. (Dictated to the stenographer, transcribed by her corrected and signed by me on this 1st day of December, 1998.).

JUSTICE R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 28 दिसम्बर, 1998

का. आ. 251.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार सीनियर सर्परिन्टेन्डेंट ऑफ पोस्ट ग्रॉफिग्स बेलगांव के प्रबन्धन के संबंध में नियोजकों और उनके कर्मचारों

के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-12-98 को प्राप्त हुआ था।

[सं. एल.—40012/181/96—आई आर (डीयू)]

के. वी. बी. उन्नी, अवसर सचिव

New Delhi, the 28th December, 1998

S.O. 251.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Sr. Supdt. of Post Offices, Belgaum and their workman, which was received by the Central Government on 28-12-98.

[No. L-40012/181/96-IR(DU)]

K. V. B. UNNY, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated 3rd December, 1998

PRESENT :

Justice R. Ramakrishna, Presiding Officer

C. R. No. 12/98

I PARTY

Shri Someshwar Gundu Kulkarni,
Bazar Road,
Munivalli Post,
Saundatti Taluk,
BELGAUM-591 117.

II PARTY

The Sr. Supdt. of Post
Offices, Belgaum.
Division,
BELGAUM-590 001.

AWARD

The Central Government by exercising the powers conferred by clause (3) of sub-section (1) and sub-section (2A) of the section of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-40012/181/96-IR(DU) dated 2-2-98 for adjudication on the following schedule

SCHEDULE

"Whether the action of the Sr. Supdt. of Post Offices, Belgaum Division Belgaum in terminating Shri Someshwar Gundu Kulkarni, is legal and justified? If not, what relief the workman is entitled to?"

Ordinary notice are issued to both the parties. The first party has not appeared though the notice is served. The second party who received the notice has

sent a letter signed by the Senior Superintendent of Post Office Belgaum Division Belgaum. In this letter it is stated that the first party workman is now working as EDBPM at Araqu in Manoli sub-office w.e.f. 29-7-97.

Consequent to this statement any adjudication on the reference will become infructuous.

Therefore the reference is rejected.

Justice R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 28 दिसम्बर, 1998

का. आ. 252:—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सुपरिन्टेन्डेंट आर. एम. एम., 'क्यू' डिब्बीजन, बेंगलूर के प्रबन्धन के संवर्द्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बेंगलूर के पंचाद को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-12-98 को प्राप्त हुआ था।

[सं. एन.—40012/193/94-आई आर (डीयू)]

के. वी. बी. उन्नी, अवर सचिव

New Delhi, the 28th December, 1998

S.O. 252.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Superintendent RMS 'Q' Division, Bangalore and their workman, which was received by the Central Government on the 28-12-98.

[No. L-40012/193/94-IR(DU)]

K.V.B. UNNY, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated 7th December, 1998

PRESENT :

Justice R. Ramakrishna, Presiding Officer.

C. R. NO 36/37

I PARTY

Shri S. Basker,
S/o Late Sanmugham,
Sait Compound,
Bangalore-563 114.

II PARTY:-

The Superintendent,
RMS, 'Q' Division,
Bangalore-560 026.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of the section 10 of the Industrial Disputes Act, 1947 has retained this dispute vide Order No. L-40012/193/94-IR(DU) dated 9-5-95 for adjudication on the following schedule.

SCHEDULE

"Whether the Superintendent RMS Division has acted properly by terminating the services of Shri S. Basker ex-casual worker of sub-record office, Bangalore with effect from 11-9-92 ? If not, what relief he is entitled to & from which date ?"

2. After the case is registered notices are issued. Both the parties appeared and filed their claim statement and counter statement respectively.

3. The first party to justify his claim has stated in his claim statement that his father one N. Shanmugam was working as sweeper-cum-water carrier in the second party. He has retired from service. After his death his mother and later himself sought for an appointment on compassionate grounds. The first party was appointed as casual labourer and he was working as a substitute in the vacant post. He has worked from 16-11-81 to 11-9-92. Therefore he has completed 240 days of service. He has sought to support this contention by a certificate at Annexure-B.

4. It is his further contention that his service were stopped abruptly on 11-9-82. No dismissal order was served and no enquiry was instituted. It is his further contention that the second party appointed some other person on temporary basis. Therefore he has raised a conciliation resulted in reference. Therefore he prayed an order for reinstatement, backwages and consequential benefits.

5. The second party resisted the claim by filing a counter statement. They have denied the allegations on all material points, except the fact that the first party was worked as leave substitute during the short spells of leave by the regular incumbents between 16-11-81 to 11-9-82 but it is not a continuous one. It is also made out that there is a latches on the part of the first party, as accordingly to his own saying he has raised this dispute after a lapse of 10 years. Lastly it is contented that the second party is not an industry and therefore industrial disputes Act will not applicable to the second party.

6. Initially we have decided to take up all the issues together, but since the learned advocate for the second party has placed a judgement of the Hon'ble Supreme Court of India wherein the identical circumstances the Supreme Court held that the second party is not an industry.

7. The Supreme Court in Sub-Divisional Inspector of Post Vaikam & Ors. Theyyam Joseph etc. in Civil Appeal No. 3385-86/1996 asimilar question was answered in favour of the postal department.

8. The facts of the case are, the respondent in the civil appeal was appointed as a substitute in the place of regular E. D. Packer as a stop-gap arrangement

without observing any formality of appointment. Since the original incumbent has not reported for duty after the training, the respondent continued as E. D. Fakker. On August, 1993 he was terminated from service without any notice. On his approach to CAT, Ahmedabad Bench, the tribunal by holding that the appellant is an industry and the respondent is the workman under the Industrial disputes Act, 1947, further held the notice under Section 25F of the Act, is necessary and therefore passed an Order of reinstatement.

9. The Hon'ble Supreme Court on this facts and circumstances considered EDA Conduct and Service Rules and came to the conclusion that the postal institution is not an industry and the conditions of service recruitment is governed under the Conduct and Service Rules which is the statutory regulation. Therefore it considered the employees under the postal department are civil servants regulated by the statutory regulations. Therefore they can not be called as workman under Industrial disputes Act and Postal Department is not an industry. On forming of this view the order of CAT was set aside. The case in hand on its own showing is not better placed than the case decided by the Supreme Court. The first party, on its own admission was taken to work as a casual labourer and since the employees under the postal department have treated as civil servants and therefore the case can not be adjudicated for lack of jurisdiction.

10. The first party is at liberty to work out any remedy before the proper forum.

11. With these observations the reference is rejected.

(Dictated to the stenographer, transcribed by her, corrected and signed by me on 7th December, 1998. Monday).

Justice R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 28 दिसम्बर, 1998

का. अ. 253 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल पावर रिसर्च इंस्टीट्यूट बंगलोर बैंगलोर के प्रबन्धन के संबंध नियोजकों और उनके कर्म-कारों के बीच, सम्बंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलोर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-12-98 को प्राप्त हुआ था।

[सं. एल.-42012/24/97-आई आर (डी यू)]

के. बी.बी. उप्पणी, अवर सचिव

New Delhi, the 28th December, 1998

S.O. 253.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure, in the industrial dispute

between the employers in relation to the management of Central Power Research Institute, Bangalore and their workman, which was received by the Central Government on the 28-12-98.

[No. L-42012/24/97-IR(DU)]

K. V. B. UNNY, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, BANGALORE

Dated 3rd December, 1998

PRESENT :

Justice R. Ramakrishna, Presiding Officer.

C. R. NO. 277/97

I PARTY

Shri Ahmed,
S/o M. Sabjan Sab,
D. No. 138, 4th Mohalla
Varthur, Bangalore-87.

II PARTY

The Director,
Central Power Research,
Institute, Central
Research & Testing Lab.
Bangalore-94.

AWARD

The Central Government by exercising the powers conferred by clause (d) of sub section (1) and sub-section (2A) of the section 10 of the Industrial disputes Act, 1947 has referred this dispute vide Order No. L-42012/24/97-IR (DU) dated 18-11-97 for adjudication on the following schedule.

SCHEDULE

"Whether the action of the management of Central Power Research Institute, Bangalore is justified in removing Shri Ansar Ahmed from the services w.e.f. 29-9-93 ? If not, to what relief the workman is entitled ?"

The parties have not appeared when the ordinary notices are served. They have also remained absent when the notice is served by RPAD. The acknowledgements of both parties received. Though the schedule to the reference placed burden of proof on the second party, the first party is expected to file his claim statement as directed in the reference and also under the Act. Presently the second party is presented by legal practitioner.

Since the first party is not co-operating for proper adjudication this dispute can not be proceeded further. Therefore the reference is rejected.

(Dictated to stenographer, transcribed by her, corrected and signed by me on 3rd December, 1998.)

Justice R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 28 दिसम्बर, 1998

SCHEDULE

का. आ. 254.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रीसिपल, जवाहर नवोदय विद्यालय, मैसूर के प्रबन्धसंल के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बैंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-12-98 को प्राप्त हुआ था।

[सं. एल.-42012/32/95-आई आर (डी यू)]

के. वी. बी. उण्णी, अवर सचिव

New Delhi, the 28th December, 1998

S.O. 254.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Principal, Jawahar Navodaya Vidyalaya, Mysore and their workman, which was received by the Central Government on 28-12-98.

[No. L-42012/32/95-IR(DU)]

K. V. B. UNNY, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT BANGALORE

Dated 8th December, 1998

PRESENT :

Justice R. Ramakrishna, Presiding Officer.

C. R. NO. 124/97

I PARTY

Shri Mallesh
C/o Mysore Distt.
General Employees Union,
No. 505/B, K. N. Agrahar,
Opposite to Laxmi Talkies,
MYSORE-570 004.

II PARTY

The Principal,
Jawahar Navodaya Vidyalaya,
Hondarbal, Jyothgowdanapura,
Post, Chamarajnagar (TK),
MYSORE-1.

AWARD

The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and sub-section 2A of the section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-42012/32/95-IR (DU) dt. 27-3-96 for adjudication on the following schedule.

"Whether the action of the management of Jawahar Navodaya Vidyalaya in terminating the services of Shri Mallesh is justified? If not, to what relief the workman is entitled to?"

The ordinary notice served to both parties in the year 1997. The second party appeared. Since the first party has not appeared nor made any efforts to send the claim statement a notice under RPAD was issued. The first party acknowledged the notice on 8-12-97.

Since he has not appeared inspite of these 2 notice one more notice under RPAD was issued. The first party acknowledged this notice on 4-12-98. He was called on 8-12-98 and he was absent. The second party representative was present. Since the first has not evinced any interest in adjudicating this dispute by filing claim statement there can not be any progress in the case.

Consequently this reference is rejected.

(Dictated to the stenographer, transcribed by her, corrected and signed by me on 8th December, 1998.)

Justice R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 28 दिसम्बर, 1998

का. आ. 255.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार जियोलाजिकल सर्वे ऑफ इंडिया, बैंगलूर के प्रबन्धसंल के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बैंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-12-98 को प्राप्त हुआ था।

[सं. एल.-42012/45/86-आई आर (डी यू)]

के. वी. बी. उण्णी, अवर सचिव

New Delhi, the 28th December, 1998

S.O. 255.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Geological Survey of India, Bangalore and their workman, which was received by the Central Government on 28-12-98.

[No. L-42012/45/89-IR(DU)]

K. V. B. UNNY, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, BANGALORE

Dated 2nd December, 1998

PRESENT :

Justice R. Ramakrishna, Presiding Officer.

C. R. NO. 218/97

I PARTY

Shri Gantalappa,
S/o Late Muniyappa,
177, 44th Cross, 8th
Block, Jayanagar,
BANGALORE-11.

II PARTY

The Director,
Geological Survey of India,
Jayanagar Shopping,
Jayanagar,
BANGALORE-11.

AWARD

The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and sub-section 2A of the section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-42012/45/89-IR (DU) dt. 14-3-97 for adjudication on the following schedule.

SCHEDULE

"Whether the action of the management of Geological Survey of India in terminating the services of Shri Gantalappa is legal and justified? If not, to what relief the workman is entitled?"

The notices issued under ordinary post was duly served to both parties, they failed to appear. A notice under RPAID served to both parties as per the acknowledgement. They once again failed to appear. Since it is the duty of the first party who raised the dispute to file claim statement and he having failed to appear after the service of notice no purpose is served in keeping this dispute.

Consequently this reference is rejected.

(Dictated to the stenographer, transcribed by her, corrected and signed by me on 2nd December, 1998.)

Justice R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 28 दिसम्बर, 1998

का. आ. 256.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार सेटुल सिल्क बोर्ड, बैंगलोर के प्रबन्धन के संबद्ध निरोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण, बैंगलोर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-12-98 को प्राप्त हुआ था।

[सं. एल.—42012/166/94—आई आर (डीयू)]

क. वी. वी. उण्णी, ग्रवर सचिव

New Delhi, the 28th December, 1998

S.O. 256.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Central Silk Board, Bangalore and their workman, which was received by the Central Government on the 28-12-98.

[No. L-42012/166/94-IR(DU)]

K. V. B. UNNY, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, BANGALORE

Dated 1st December, 1998

PRESENT :

Justice R. Ramakrishna, Presiding Officer.

C. R. NO. 67/97

I PARTY

Shri Devarajaiah,
S/o Basavanna,
No. LIC-37, 1 stage,
Kuvempu Nagar,
MYSORE-570 023.

II PARTY

The Director,
National Silkworm Seed
Project, Central Silk
Board, Madivala,
Bangalore-68.

AWARD

The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and sub-section 2A of the section 10 of the industrial disputes Act, 1947 has referred this dispute vide Order No. L-42012/166/94-IR (DU) dt. 4-8-95 for adjudication on the following schedule.

"Whether the action of the management of National Silkworm seed project in terminating the services of Shri Devarajaiah is justified? If not, what relief he is entitled to?"

The ordinary notice was issued in the first instance. The second party is served but the notice of the first party returned unserved with a shara "No such addressee". The second party is represented by the authorised representative. A notice under

RPAD was issued to the first party. This notice also returned with shara that "No such addressee is residing". A notice can not be served in any other method. The party who raised this dispute shall be deligent. He has failed to comply the Rule 10(B).

In view of the above circumstances the reference is rejected.

(Dictated to the stenographer, transcribed by her corrected and signed by me on 1st December, 1998.)

Justice R. RAMAKRISHNA, Presiding Officer.

नई दिल्ली, 28 दिसम्बर, 1998

का. अं. 257.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार तुंगभद्रा बोर्ड, टी बी डैम, बेल्लारी के प्रबन्ध-तंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक प्रधिकरण, बैंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार की 28-12-98 को प्राप्त हुआ था।

[सं. एल.—42012/247/94—आई आर (डी यू)]
के. वी. बी. उण्णी, अवसर सचिव

New Delhi, the 28th December, 1998

S.O. 257.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Tungabhadra Board, T. B. Dam, Bellary and their workman, which was received by the Central Government on the 28-12-98.

[No. L-42012/247/94-IR (DU)]
K. V. B. UNNY, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, BANGALORE

Dated 4th December, 1998

PRESENT :

Justice R. Ramakrishna, Presiding Officer.

C. R. No. 110/97

I PARTY

Shri Ganesh,
C/o Sri D. Vasudeva Rao,
Ex. MPL Councillor,
N. C. Colony,
HOSPET-583 203.

II PARTY

The Executive Engineer,
Head Works & HCL Dn.,
T. B. Board, TB Dam,
Bellary-583 225.

The Secretary,
T. B. Board,
Bellary.

AWARD

The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and sub-section 2A of the section 10 of the Industrial disputes Act, 1947 has referred this dispute vide Order No. L-42012/247/94-IR (DU) dt. 30-1-96 for adjudication on the following schedule.

SCHEDULE

"Whether the action of the management of Tungabhadra Board TB Dam in not providing employment to Shri J. Ganesh the workman is justified? If so, to what relief the workman is entitled to?"

This reference is of the year 1996. Initially this tribunal issued ordinary notice to both parties. The notice to the first party returned unserved with a postal shara "No such addressee is residing". Later a notice under RPAD was issued. The said notice also returned unserved. The second party now represented by a legal practitioner.

Since the first party can not be served in the address given in the reference and also having regard to the schedule in the reference no purpose will be served in keeping this reference. Therefore the reference is rejected.

(Dictated to the stenographer, transcribed by her, corrected and signed by me on 4th December, 1998.)

Justice R. Ramakrishna, Presiding Officer.

